

REC'D NOV 24 2008

# REORGANIZATION PLAN


SAUs Submitting: Towns of Vanceboro, Charlotte, Dennysville, Pembroke, Perry, Alexander, Baring PLT., Cooper, Calais, Crawford, Robbinston, Baileyville, Eastport, Grand Lake Stream, Meddybemps, Princeton, Talmadge, Waite, CSD #12-East Range II School

Contact Information: RPC Chair Steven Knowles  
353 Cooper Road  
Alexander, ME 04694  
RPC Co-Chair Debbie Jamieson  
265 US #1  
Pembroke, ME 04666

Date Submitted by SAU: NOVEMBER 24, 2008

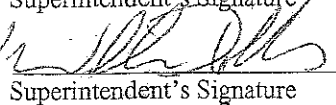
Proposed RSU Operational Date: July 1, 2009

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Superintendent's Signature

10-6-08  
Date

CSD #12-East Range II  
SAU

  
Superintendent's Signature

10-20-08  
Date

Vanceboro  
SAU

  
Superintendent's Signature

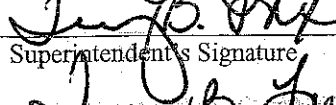
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Charlotte  
SAU

  
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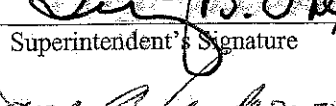
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Dennysville  
SAU

  
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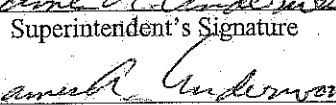
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Pembroke  
SAU

  
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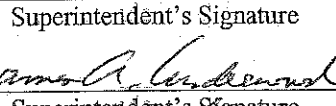
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Perry  
SAU

  
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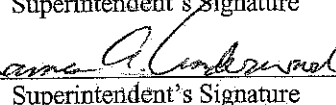
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Alexander  
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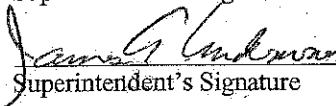
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Baring Plt.  
SAU

  
Superintendent's Signature


10-7-08  
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Calais  
SAU

  
Superintendent's Signature

10-15-08  
Date

Crawford  
SAU

  
Superintendent's Signature

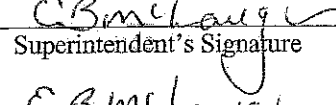
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Robbinston  
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10-7-2008  
Date

Baileyville  
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Superintendent's Signature

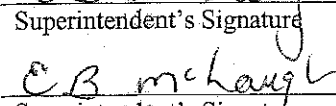
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Cooper  
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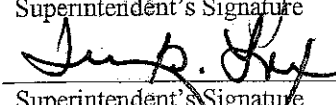
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Grand Lake Stream  
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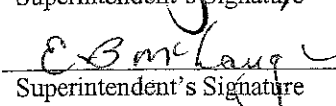
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Meddybemps  
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Superintendent's Signature


10-8-2008  
Date

Princeton  
SAU

  
Superintendent's Signature


10-27-2008  
Date

Talmadge  
SAU

  
Superintendent's Signature

10-21-2008  
Date

Eastport  
SAU

  
Superintendent's Signature

10-15-2008  
Date

Waite  
SAU

# Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input type="checkbox"/>

### Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: **1,881**

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

**1. The units of school administration to be included in the proposed reorganized regional school unit.**

The proposed regional school unit includes the following school administrative units:

- A. Towns of Vanceboro, Charlotte, Dennysville, Pembroke, Perry, Alexander, Baring P.L.T., Cooper, Calais, Crawford, Robbinston, Baileyville, Eastport, Grand Lake Stream, Meddybemps, Princeton, Talmadge, Waite
- B. CSD #12-East Range II School

**2. The size, composition and apportionment of the governing body. Option D(described herein)**

**3. The method of voting of the governing body.**

*Option D*  
**Any Other Method**

*Any other method that complies with the one person, one vote principle.*

The RSU School Board shall be composed of 20(twenty) members. Each town in the RSU shall elect one member to the School Board. Each town shall elect one alternate representative who may attend all meetings and shall be authorized to vote in the absence of the regularly elected representative.

Each member's vote shall be weighted in proportion to the population in the most recent **Federal Decennial Census**. All votes shall be tabulated according to the following table:

Town	Population	Votes	%
Alexander	532	532	4.4
Baileyville	1605	1605	13.3
Baring Plt.	259	259	2.1
Calais	3277	3277	27.1
Charlotte	307	307	2.5
Codyville	18	18	.1
Cooper	138	138	1.1
Crawford	110	110	.9
Dennysville	314	314	2.6
Eastport	1584	1584	13.1
Grand Lake Stream	141	141	1.2
Meddybemps	153	153	1.2
Pembroke	857	857	7.1
Perry	901	901	7.5
Princeton	846	846	7.0
Robbinston	512	512	4.2

Talmadge	66	66	.5
Topsfield	213	213	1.8
Vanceboro	138	138	1.1
Waite	100	100	.8
Totals	12,071	12,071	100.0

A quorum of legally elected representatives shall be present for all votes. A quorum shall consist of representatives of a majority of the board in number and voting power. Whenever there is a legal quorum present, any vote which has a simple majority of the weighted vote of those elected representatives who are present shall carry. All votes shall be tallied by the weighted vote method. A minimum of  $6036/2=3018+1=3019$  shall be required for passage of any motion.



**4. The composition, powers and duties of any local school committees to be created.**

**The RSU will provide for the creation of local school committees (20-A M.R.S.A. Section 1478 (1)) for each municipality consisting of three members elected as follows: The municipality's elected representative to the RSU Board of Directors and the elected alternate shall be simultaneously elected to the Local School Committee. Local School Committees (LSC's) will be chaired by the town's elected representative to the RSU and include the elected alternate to the RSU. A third member will be elected by the registered voters of the appropriate municipality. The duties and responsibilities shall be as outlined below and in accordance with applicable Maine law. The terms of the members of the Local School Committee shall be staggered and insofar as possible shall coincide with their terms on the RSU Board if appropriate.**

**The Superintendent with the approval of the RSU Board may appoint a designee such as the Assistant Superintendent of Schools, or the Building Principal, to act in his/her place at meetings of the Local School Committees.**

**The Local School Committees shall exercise the following responsibilities:**

**Applicable**

  X  

- A They shall prepare and submit to the RSU Board recommendations for the annual budget for funds to be raised and expended for their schools.

- X                            B They shall be responsible for recommendations
- regarding the repair, maintenance and replacement of equipment. Recommendations may also include funding for improvements of the buildings and facilities.
- X                            C In cases where the towns have retained ownership of the
- buildings and facilities, the Local School Committees shall have custody and care of all equipment or supplies purchased from the annual budget as approved by the RSU.
- X                            D They shall submit proposals for school renovations and
- school construction projects to the regional school unit for approval in accordance with applicable law. They shall consult with the regional school unit board regarding school construction projects and renovation projects for their schools.
- X                            E They may accept and expend gifts in accordance with
- 20-A M.R.S.A. § 1476(6). However, the RSU shall act as the fiscal agent for the holding and dispensing of all such funds.
- X                            F They may recommend the establishment and
- expenditure of reserve funds in accordance with 20-A M.R.S.A. § 1491 and 20-A M.R.S.A. § 4001(5). However, the RSU shall act as the fiscal agent for the holding and dispensing of all such funds.
- X                            G They may adopt rules and policies that govern their
- schools specifically in the areas of use and care of facilities not inconsistent with the rules and policies of the regional board.
- X                            H Through the municipal officers, the local school
- committee may submit to the voters of the municipality an article for the voters of the municipality to determine whether the local school advisory committee should be eliminated or an article to curtail or eliminate one or

more of its powers and duties

  X  

- I. The Local School Committees shall act as liaison between the local municipal officials in the negotiation of any lease agreements of facilities to the RSU. It shall also be their responsibility to assure that all appropriate contracts for insurance against liability shall be in force for the protection of both the RSU and the municipality.

**In addition to local committees created by this reorganization plan, the regional school unit board may establish local school committees and specify their powers and duties in accordance with 20-A M.R.S.A. § 1478. (*herein referred to as Local School Committees* or *School Committees*).**

## **5. The disposition of real and personal school property.**

- A. Unless otherwise specified all school buildings and associated facilities (playgrounds, athletic fields, and the like) will remain the property of the member towns of the RSU. Supervision of the local schools that remain the property of the municipalities shall be under the supervision of the local school committees who shall make recommendations regarding supervision to the RSU Board through the RSU Superintendent of Schools.
- B. The exception to the provisions in the previous article 5.A will be the property of CSD #12 which will be transferred to the RSU. In cases such as CSD #12 or other future transfers where buildings and facilities are transferred to the RSU all property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights and all fixtures, of the school administrative units shall be the property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.
- C. Moveable equipment such as desks, computers, copiers, textbooks, and supplies used in the normal educational programs of the RSU schools shall become the property of the RSU.
- D. Management of all buildings and facilities in the RSU shall be the ultimate responsible of the RSU Superintendent of Schools and the RSU Board of Directors as long as these assets are used for the educational programs of the RSU. The educational program of the RSU shall have priority for the use of all such buildings and facilities. However, use of the buildings and facilities may include other non-school community activities that are consistent with their educational functions. The RSU Board with the recommendation of the Local School Committees shall establish policies and procedures for the use of all school facilities in the RSU.
- E. In cases in which the schools use fields or facilities owned and operated by the municipalities the existing relationships between the school and the municipality at the time of the adoption of the RSU plan shall remain in effect.

- F. During the first three years after the formation of the RSU(July 1, 2009) the RSU will not move any equipment from one of the schools in the RSU to another school. Any exceptions to this provision would require agreement by the Local School Committee and the municipal officials of the town responsible for the purchase of the equipment in question.
- G. Nothing in this Plan shall preclude future transfer of ownership of the buildings and facilities in the RSU to the RSU Board upon approval of the voters in the towns which have retained the ownership of buildings and facilities.
- H. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

The following is a partial list of school properties and assets within the RSU.

Buildings are listed here for purposes of inventory but with the exception of CSD #12 buildings and facilities will remain the property of the towns. As noted above ownership of moveable property including buses will be transferred to the RSU

Vanceboro:

Values	Building--\$1,398,451.00 (not to be transferred)
	Contents--\$171,410.00
	Bus--\$6,000.00

CSD#12—No debt on buildings

Values	Buildings--\$1,104,188.00
	Contents--\$247,584.00
	1997 International School Bus--\$2,000.00
	1999 International School Bus--\$6,000.00
	2009 International School Bus--\$75,464.00* handicapped equipped
	(*lease purchase—see section 6)

Calais School Department:

Values	Early Childhood Bldg--\$133,250.00	Contents--\$25,625.00
	Double Wide Portable Classroom--#237,544.00	Contents--
\$35,632.00		
	Calais Elementary--\$8,394,057.00	Contents--\$1,259,110.00
	Supt Office Bldg--\$240,812.00	Contents--\$36,122.00
	Calais High School--\$13,603,655.00	Contents--\$2,040,547.00
	High School Sign--\$12,000.00	Contents--N/A

Calais School Department Vehicle Inventory:

1998 Chevy Pick-up Plow/Utility Truck:	\$10,000.00
1997 Dodge Ram Passenger Van:	\$10,000.00
2006 Chevy Silverado Plow Truck	\$24,650.00
2008 Chevy Silverado Plow Truck	\$25,000.00
1994 Freightliner Tractor	\$25,000.00
1998 International Tractor	\$25,000.00
1997 Fruehauf Trailer	\$12,000.00
1989 Great Dane Trailer	\$ 8,000.00
2002 Kubota Tractor	\$18,000.00

Crawford School Department

2001 Thomas School Bus	\$55,000.00
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Alexander School Department:

Values	Frame Garage--\$52,788.00	Contents--\$12,813.00
	Alexander Elementary--\$3,340,661.00	Contents--\$510,325.00

Robbinston School Department:

Values	Robbinston Elementary--\$939,282.00	Contents--\$276,000.00
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Charlotte School Department:

Values	Charlotte Elementary-- Insured value bldg/contents	\$889,520.00
Charlotte (cont.)		

1994 Blue Bird Int. Bus	
2000 Blue Bird INT. Bus	
2003 Thomas/Freightliner School Bus	

Dennysville School Dept.

1997 Blue Bird/International School Bus

Eastport School Dept.

Elementary School	Insured Val. Bldg/Contents	\$4,607,700.00
Shed High School	"	\$5,241,200.00
LA Building		\$519,300.00
Supt. Office		\$112,200.00

1995 Thomas Int. School Bus

1996 Blue Bird/International School Bus

1999 Thomas/International School Bus

2004 Blue Bird/International School Bus

Pembroke School Department

Elementary School	Insured Val. Bldg/Contents	\$1,779,321.00
Modular Addition	"	\$424,300.00
Garage/Storage	"	\$22,556.00

1991 Blue Bird/GMC School Bus

1996 Blue Bird/International School Bus

1998 Thomas/International School Bus

2002 Blue Bird International School Bus

2005 Thomas Freight School Bus

Perry School Department

Elementary School	\$1,385,000.00
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1996 Thomas International School Bus

2000 Blue Bird/International School Bus

2003 Blue Bird/International School Bus

2004 Thomas/Freightliner School Bus

SCHOOL UNION #107

Baileyville	Woodland Jr./Sr. High School	Building	\$4,078,140.00
		Contents	\$551,677.00
Baileyville	Woodland Elementary	Building	\$2,645,280.00
		Contents	\$437,178.00
Baileyville	Supt.'s Office	leased	
		Contents	\$26,023.00

Princeton	Elementary School	Building	\$3,857,700.00
		Contents	\$312,270.00
Princeton	Storage Garage	Building	\$27,555.00

VEHICLE INVENTORY SCHOOL UNION #107 06/07

1998 Thomas	Baileyville	\$55,999.00	
2000 GMC Pickup	Baileyville	\$22,500.00	
2001 Thomas	Baileyville	\$65,975.00	
2001 GMC Van	Baileyville	\$16,904.00	
2002 Thomas	Baileyville	\$54,337.00	
2006 Thomas	Baileyville	\$55,823.00	
2000 Chevy Minibus	Cooper	\$33,593.00	
1993 Dodge Caravan with handicap ramp	Baileyville	\$20,000.00	
1998 International	Grand Lake	\$55,772.00	
1999 Thomas	Meddybemps	\$48,000.00	
1999 International	Waite	\$56,530.00	
2004 Thomas	WLCHR	\$58,356.00	

Total Vehicle Inventory: \$543,789.00



**6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.**

A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume. The region shall assume liability to pay the following bonds, notes and lease purchase agreements:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2007	Final Maturity Date
CSD #12 Baileyville	2007	\$75,464.00	2007 Bus  Buses. See attached exhibit 6. A	51,629.71(P) 3,623.43(I)	11/01/10

It should be noted that since the towns are retaining ownership of the buildings, obligations for debt service for buildings and facilities as in the case of the City of Calais shall remain the obligation of the individual cities and towns. The RSU may act as the fiscal agent in such cases as are deemed necessary.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

*Note: The sentence above should be considered if the intention is to have the region also assume debt that SAUs need to issue after the list is created, such as in cases of unexpected needs or in the normal course of business.*

B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to

be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

*Note: Include in the following list all bonds, notes and lease purchase agreements that the region will not assume. Include current principal balance as of date indicated. The region will serve as fiscal agent to determine the amount of debt service due, and to charge and collect that debt service from each member of the original SAU in addition to that member's share of the region's expenses.*

Items for this section are included as Exhibit 6.B.

C. **NONE** New Capital Project Debt that Region Will Issue and Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements: **NONE**

D. **NONE** New Capital Project Debt that the Region Will Issue But Will Not Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region will not assume liability to pay the following bonds, notes and lease purchase agreements:

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

## **7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.**

A. School Personnel Contracts. A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

**Exhibit 7-A: School Personnel Contracts:** A list of all written individual employment contracts to which each of the existing SAUs is a party”

This Exhibit represents a comprehensive effort to identify all current written individual employment contracts within our planned RSU. In the event any individual contracts have been inadvertently overlooked/omitted, the appropriate updates will be included as the law requires “no later than the day before the operational date of the RSU.”

**Exhibit 7-A**

SAU	Individual Contract	Next Termination Date
Alexander	Food Service staff (1)	2010
Alexander	Secretary (1)	2010
Calais/106 Central Office	Administrative Secretary (1)	2011
Calais/106 Central Office	Accts Payable/Bkeeper (1)	2011
Calais/106 Central Office	Payroll/HResource (1)	2011
Calais/106 Superintendent of Schools	Superintendent of Schools	2013
Calais SAU	Special Education Director	2011
"	Building Administrators (3)	2009, 2011
"	Program Coordinator (1)	2011
"	Vocational Program Director	2009
Baileyville/107	Building Administrators (4)	2010
"	Technology staff	2009
	Food Service Director	2010
	Special Education Director	2010
Baileyville/107 Central Office	Administrative Secretary (1)	2010
Baileyville/107 Central Office	Accts Payable: Accts Payable: Bkeeper/Payroll/HResource (1.5)	2010
Baileyville/107 Central Office	Superintendent of Schools (1)	2010
Eastport/104	Building Administrators (4)	2010
	Special Education Director	2009
Eastport/104 Central Office	Administrative Secretary (1)	2011
Eastport/104 Central Office	Payroll/HResource/AcctPayable (2)	2011
Eastport/104 Central Office	Business Mgr/Transp Mgr (1)	2011
Eastport/104 Central Office	Superintendent of Schools (1)	2010
CSD 12 and Vanceboro Central Administration	Administrative Secretary (1/3)	2010
CSD 12 and Vanceboro Central Administration	Accts Payable/Bkeeper (1/3)	2010
CSD 12 and Vanceboro Central Administration	Superintendent of Schools (1/3)	2010

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of

the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements. The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

**Exhibit 7B:** (Copies of negotiated contracts listed here are included as a separate Exhibit 7B) School Collective Bargaining Agreements: In the event that negotiations prior to the operational date of the RSU require updates to this list, such updates will be made no later than the day prior to the operational date of the RSU.

SAU	Positions Included in Bargaining Unit	Next Termination Date
CSD #12	Teachers	August 2010
Vanceboro	Teachers	August 2010
Eastport	Ed Techs	2010
Eastport	Support Staff	2009
Eastport	Teachers	2009
Perry	Ed Techs	2009
Perry	Support Staff	2009
Perry	Teachers	2009
Charlotte	Teachers	2009
Charlotte	All Hourly employees	2009
Pembroke	Teachers	2009
Pembroke	Ed Techs	2009
Pembroke	Bus drivers	2009
Pembroke	Custodians	2009
Dennysville	No negotiated contracts	
Baileyville	All support staff	6/30/09
Princeton	Teachers	8/31/09
Calais	Teachers	2010
Calais	Support Staff	2010
Calais	Custodians	2009/in Progress
Robbinston	Teachers, support staff	2010
Alexander	Teachers, support staff, and custodian	2010

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

C. Other School Contractual Obligations. A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7-C. See note below.

These are existing contracts that may be renegotiated by the members of the proposed new RSU individually or on a regional basis prior to July 1, 2009 or thereafter as the individual cases merit and are determined by the RSU School Board of Directors or their designated representative.

#### **Exhibit 7-C**

To the best of our knowledge, this Exhibit includes the contracts we routinely renegotiate on an individual or collaborative basis but may not be the complete list of routinely negotiated contracts or services sometimes required in the day – to – day operation of schools in the best interest of our students. The list will be updated as the normal operation of school requires but no later than the day prior to the operational date of the RSU.

SAU	Contracting Party	Type of Contract	Expiration Date
The members of Union 107	Multi State Billing	Maine Care	2008
Baileyville	Skip Tilton	Copiers	
Princeton	"	"	
Baileyville	Honeywell	H/VAC	6/09
Princeton	"	"	"
Perry	Sciavi Leasing	portable classroom	10/01/08
CSD#12	Mechanical Services	Boiler Main	6/08
"	Me State Billing	Maine Care	6/08
"	W. O'Connell	Psyc. Examiner	6/08
"	C. Manley	Beh Consultant	6/08
"	Me Fam Res Center	Occupational Ther	6/08
"	"	Speech Pathologist	6/08
"	Office Max	Photo Copiers	6/08
"	Tammaro Oil Co.	Fuel/diesel	6/08
"	Susan Lifer	Physical Therapist	6/08
"	Peter Davis, CPA	auditor	6.08

"	Niel Grass	snow plowing	6/08
Vanceboro	Mechanical Services	Boiler Main	6/08
"	NWEA	assessment	6/08
"	Me State Billing	Maine Care	6/08
"	W. O'Connell	Psych examiner	6/08
"	C. Manley	beh consultant	6/08
"	Me Fam. Res. Center	Occupational Therapy	6/08
"	"	Speech Pathologist	6/08
"	CBE Technologies	Tech. Maintenance	6/08
"	Foster, Carpenter, etc.	audit	6/08
"	Office Max	photo copiers	6/08
"	Tammaro Oil Co.	fuel/diesel	6/08
Calais	First Student	student transportation	2012
	Dead River	Heating fuel	6/09
Calais	Specialized Purchasing	copiers, printers	2012
Calais	Sciavi Leasing	Day Treatment ClassRm	Annual
Calais	Multi State Billing	Maine Care	2011
Calais	Speech Pathology Services		Annual Basis
Calais	Psychological Services		Annual Basis
Calais	OT and other SpEd Related Services as Needed/Required		
Robbinston	Specialized Purchasing	copiers/printers	2012
Robbinston	First Student	student transportation	2012
Alexander	Specialized Purchasing	copiers/printers	2012
Alexander	Fred Wallace	student transportation	2013
Baring Plt	First Student	student transportation	2012

**8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.**

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- (iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

**B. Remaining Balances.** The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance



with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.

CSD #12—None  
Vanceboro—None  
Charlotte—None  
Dennysville—None  
Perry—None  
Alexander—None  
Baring Plt.—None  
Calais--\$8800.00 (Voc. Center-Truck Program)  
Crawford—None  
Robbinston—None  
Baileyville--\$220,000.00(Spec. Ed.)--\$215,000.00(gym) --  
\$65,000.00(maintenance)  
Cooper--\$64,000.00(bus)  
Grand Lake Stream--\$38,000.(bus)---\$38,000.00(tuition)  
Meddybemps--\$17,000.00(bus)  
Princeton—None  
Talmadge--\$11,000.00(tuition)

Eastport—None

- I. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law. This provision does not apply to funds held by private businesses, organizations, etc. which are used to provide scholarships to students in the RSU.

CSD 12 None	Vanceboro-None	Charlotte-None
Dennysville-None	Pembroke-None	Perry-None
Alexander-None	Baring Plt.-None	Calais-None
Crawford-None	Robbinston-None	Baileyville—See exhibit
8.A	Cooper-None	
Grand Lake Stream-None		Meddybemps-None
Princeton-None	Talmadge-None	Waite-None
Eastport-See Attached 8.B		

- E. Trust Funds. SAUs shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

**There are no trust funds for the towns in the RSU.**

**9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.**

A. The initial RSU board shall be elected in accordance with 20-A M.R.S.A 1472-A and shall have the transitional powers and duties provided by 20-A M.R.S.A. 1461-A.

B. Transition Plan for Personnel Policies. All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

**Provision for the establishment of an interim office and budget for the Superintendent of Schools.**

After the approval by voters to form an RSU, an interim office and budget for the Superintendent of Schools will be established and located in available space within the Calais School Department.

As soon as the RSU has been approved by the voters in the region and an RSU Board has been elected, preparation of the first budget to begin on July 1, 2009 will begin. The RSU Board shall direct the superintendents of schools for all SAU's in the Region to prepare budgets for the schools within their respective SAU's. The regional superintendents under the direction of the RSU Board will present initial budget requests to the RSU Board according to a timeline determined by the RSU Superintendent and RSU Board.

The RSU Board shall review all proposed budgets and direct the RSU Superintendent, or Interim, to prepare a unified budget for the presentation to voters in accord with the budget validation process.

The RSU Board and all superintendents of schools shall work cooperatively to eliminate all duplication of services and to maximize the efficiencies of the region through the sharing of services and personnel whenever feasible.

## **10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.**

Following is list of meetings held to prepare the RSU plan. Minutes of these meetings are attached as Exhibit 10-A.

**TABLE 10-A**

Date of Public Meeting	Time	Location
September 13, 2007	6:30 pm	Charlotte
October 12, 2007	6:30 pm	Baileyville
November 7, 2007	6:30 pm	Calais
November 15, 2007	6:30 pm	Charlotte
November 27, 2007	6:30 pm	Baileyville
February 28, 2008	6:30 pm	Calais
March 20, 2008	6:30 pm	Charlotte
April 8, 2008	6:30 pm	Baileyville
May 1, 2008	6:30 pm	Calais
May 15, 2008	6:30 pm	Baileyville
June 18, 2008	6:30 pm	Calais
August 7, 2008	6:30 pm	Charlotte
September 23, 2008	6:30 pm	Baileyville
November 24, 2008	6:00 pm	Calais

The following is a list of scheduled meetings to present the plan for the reorganization of the schools in the region to the public. Minutes of these meetings will be kept and included with the plan as they become available:

- |                       |                                  |           |
|-----------------------|----------------------------------|-----------|
| 1. December 1, 2008   | Alexander Elementary School      | 6:00 p.m. |
| 2. December 2, 2008   | Shed High School, Eastport       | 6:00 p.m. |
| 3. December 3, 2008   | Calais Elementary School, Calais | 6:00 p.m. |
| 4. December 8, 2008   | Topsfield Elementary School      | 6:00 p.m. |
| 5. December 9, 2008   | Woodland HS, Baileyville         | 6:00 p.m. |
| 6. December 10, 2008  | Pembroke Elementary School       | 6:00 p.m. |
| 7. December 11, 2008: | Baring Baptist Church            | 6:00 p.m. |
| 8. December 17, 2008  | Robbinston Grade School          | 6:00 p.m. |

**11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.**

If the plan is rejected by one or more SAUs, but is accepted by SAUs representing at least 75 % of the average number of resident pupils within all of the SAUs in the proposed region, as measured by October 1, 2006, resident pupil counts; and by SAUs representing at least 75 % of the aggregate fiscal capacity of the SAUs in the proposed region, then in such case the membership of the regional school unit shall include those SAUs that approved the plan; except that the Commissioner may determine the necessity for reapportionment pursuant to 20-A M.R.S.A. § 1475.

Number of Students: 1,881    75% =1411 students

Future amendments to this Reorganization Plan for the Sunrise Regional School Unit shall be submitted to the Maine Department of Education for review and approval by the Commissioner of Education.

**12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.**

We estimate that the formation of the regional school unit will result in the following cost savings during the first three years of operation:

**First year – 2009\_ - 2010\_\_:**

Estimated savings:

Central Office:

Superintendent Salaries Total:	Current
	\$263,223.85
	Reduction of 50% =
	\$131,611.00

Support Staff:

a. Accounts Payable Salaries	Current
	\$92792.00
	Reduction of 50% =
	\$46,396.00

b. Payroll salaries	Current
	\$83,528.00
	Reduction of 50%=
	\$41,764.00
c. Secretarial salaries	Current
	\$130,262.00
	Reduction of 50%=
	\$65,131.00

**TOTAL ESTIMATED SAVINGS=\$284,902.00**

Possible Savings from Transportation, Operation/Maintenance, Special Ed need to be determined at 5% reductions in budgets.

Estimated additional costs:

Legal fees:	\$25,000.00
Contract Negotiations:	\$25,000.00
Moving and Storage:	\$10,000.00
Unemployment Compensation:	\$40,000.00
Negotiated Salary Increases	\$100,000.00
Miscellaneous:	\$25,000.00

**Total Estimated Additional Costs: \$200,000.00**

**Net savings (or costs): \$84,902.00**

**Second year – 2010 - 2011\_\_:**

Estimated savings: Salaries and benefits from Fy 10	
Central Office	\$284,902.00

Estimated additional costs: Salaries and benefits from Fy 10	
Negotiated Contracts	\$150,000.00

Net savings (or costs): Projected	\$134,902.00
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**Third year – 2011\_ - 2012\_\_:**

Estimated savings: Salaries and benefits from Fy 11	
Central Office	\$284,902.00

Estimated additional costs: Salaries and Benefits from Fy11	
Negotiated Contracts	\$150,000.00

Net savings (or costs):	\$134,902.00
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<b>Total estimated savings (or costs):</b>	<b>\$354,706.00</b>
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**These figures do not include possible savings from reductions in special education, transportation, and operations/maintenance.**  
**Potential savings in these three areas will be developed at the time of the development of the budget for the new RSU beginning on July 1, 2009.**

**13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.**

**13-A. Plans to reorganize administration, transportation, building and maintenance and special education.**

- A. Upon approval of the RSU reorganization plan, the Superintendents of Schools in each SAU shall jointly prepare initial budgets for Fy 10 which reflect the intent of the legislation to reduce budgetary expenses through the coordination of administrative, transportation, building maintenance and special education functions.
- B. The proposed budgets will be submitted to the newly elected RSU Board and the RSU Superintendent of Schools for review, revision, and approval before the presentation to the voters of the RSU.
- C. The proposed Fy10 budget for the RSU will be presented to RSU voters in accordance with the validation process for school budgets as enacted by the State Legislature.

### **13-B. Cost Sharing in Regional School Units**

The School Administrative Units coming together in this Regional School Unit agree to share costs that are above the total allocation for state funding purposes (also known as “additional local funds”) in the following manner:

Using the current amount raised in each SAU in the 2008-2009 school year for “additional local funds” a percentage of the total amount of “additional local funds” will be established for each SAU. This percentage will be applied to the total amount of “additional local funds” that are raised in FY 2010 and FY 2011. In the case of a community that does not currently raise any “additional local funds”, the percentage for those years shall be 0%. In the event that changes in the state funding formula known as EPS and /or changes in the student and property value relationships among the member units in the RSU within these two years create substantial inequities in this formula, the process for review and potential revision to the formula that is stated below within this agreement shall be utilized to make adjustments to the cost sharing agreement for those years.



## DETERMING THE PERCENTAGE OF ADDITIONAL LOCAL FUNDS FOR EACH PARTICIPATING SAU:

### The Sunrise Regional School Unit—Cost Sharing Agreement

Town	\$over EPS	Cost Sharing Percentage
Alexander	\$46,488.11	.022481
Baileyville	\$286,375.00	.138486
Baring Plt.	\$37,518.66	.018143
Calais	\$350,048.84	.169278
Charlotte	\$146,930.00	.071053
Cooper	\$0.0	.0
Crawford	\$0.0	.0
Dennysville	\$77,940.00	.037691
Eastport	\$270,612.00	.130864
Grand Lake Stream	\$0.0	.0
Meddybemps	\$0.0	.0
Pembroke	\$211,217.00	.102141
Perry	\$257,343.00	.124447
Princeton	\$190,192.00	.091974
Robbinston	\$48,409.90	.023410
Talmadge	\$864.00	.000418
Vanceboro	\$79,310.03	.038353
Waite	\$0.0	.0
Codyville	\$2,382.00	.001152
Topsfield	\$62,262.76	.030109
Total	\$2,067,893.30	

Starting in 2012-2016 the RSU shall phase in over the next five years, the local costs based on property valuation as follows:

Year 1 (Fy 12) The additional local funds shall be allocated by the percent established in Fy09 at the rate of 80% and the

remaining 20% of the local funds shall be based on property valuation.

Year 2(Fy 13) The additional local funds shall be allocated by the percent established in Fy 09 at the rate of 60% and the remaining 40% of the local funds shall be based on property valuation.

Year 3(Fy 14) The allocation of additional local funds shall be 40%/60%

Year 4(Fy 15) The allocation of additional local funds shall be 20%/80%.

Year 5(Fy 16) The additional costs of operating a regional school unit must be shared among all municipalities within the regional school unit by the same local share percentages for each municipality resulting from the determination of the local contribution under section 15688.

#### Amendments to the Cost Sharing Agreement: RSU Board of Directors

The RSU Board of Directors have the authority and requirement to review, analyze, and change the cost sharing formula for any year utilizing the following procedure to make changes:

1. The Board shall conduct a review to study the cost sharing formula as it has been used during the previous two years. In doing so, the Board shall consider variations in local cost sharing that have occurred as a result of implementation of the cost-sharing plan.
2. The Board may choose to conduct the review as a full Board, or to assign it to an appropriate Board sub-committee. They may also, by majority vote, determine to employ a qualified consultant or consultants to conduct the review and recommend changes to the Board for consideration.
3. The Board will present those changes for discussion and review in a public hearing for the residents of the RSU.
4. Following the public hearing, the Board shall complete a final review and consideration of the recommended changes

- as part of a regularly announced board meeting and shall determine whether a change shall be submitted to the voters, and if so, its recommendations with respect to such change.
5. A change to the cost sharing formula shall be submitted for ratification at a region wide referendum or a region wide meeting. The Board may choose also to include ratification of such changes as a separate question at the Budget meeting or regional Budget referendum. The question to be considered shall be whether to ratify the proposed change in the cost sharing formula. The question shall describe how the formula is proposed to be changed.
  6. The meeting (or referendum) will be preceded by a public hearing on the proposed changes at which a thorough estimated impact analysis of the changes will be explained to the public both in writing prior to the hearing and verbally at the hearing. For the purposes of presentation in writing prior to the hearing it shall be sufficient for the impact analysis to be made available on the website of the region.
  7. The voting process and public hearings will be conducted in compliance with applicable state law and RSU Board policy.
  8. The RSU Board shall review the cost-sharing plan in the above manner at least every two years, for the purpose in statement #1 above.
  9. Should the Board decide not to consider any changes in the formula in the years designated for review it will report the decision that came from that review at a regularly scheduled meeting of the Board.
  10. The decision of the RSU Board with regard to changes in the cost sharing agreement shall, subject to ratification of such proposed change if any, by the voters, be final and binding on the RSU, unless State Statute provides for other means of addressing changes in the cost sharing agreement.

The Amendments to Cost Sharing Agreement: RSU Member Municipalities:

- A. A petition to revise the cost sharing formula may be initiated by voters within the region. In such cases the following procedures will be used:
- B. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board, the regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The region shall give at least 15 days notice to each municipality comprising the region of any meeting.
- C. The municipal officers of each member municipality shall select two representatives at large and one representative that is a member of the regional unit board to represent that municipality.

Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator selected from the list, if any, maintained by the Commissioner of Education. The facilitator shall:

1. At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.
2. Solicit and prepare a balanced summary of the concerns of municipal officials, educators, and the public about the current method of cost sharing, and

3. Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.
- 
- D. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.
  - E. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority vote of the region in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 1620-A, except that, if the proposed change is based in whole or in part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the region.
  - F. If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.
  - G. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

### **13. B. Procedure to Address Cost Shifting**

To decrease the natural cost shifting that occurs when new factors are applied, a “Safety Net Procedure” is proposed that would require an equalizing factor to reduce the impact of cost reductions and cost increases due to changes in proportional shares of the additional local funds. The safety net procedure as demonstrated in the sample is a reduction by 50% in the cost savings that are experienced by any community in any given year. Those cost savings are then re-distributed to the communities that are experiencing cost increases in the additional local funds. The re-distribution is done based on the proportional shares of the increase that is born by each community. If in any given year, there were no reductions, there would be no re-distribution.

### **13. C. Sample Redistribution Schedule** (for demonstration purposes only) See Exhibit labeled 13.C Redistribution Schedule.

### **13-D. Election of initial board of directors.**

The election of the initial board of directors is addressed in state law at 20-A M.R.S.A. 1472-A.

### **13-E. Tuition Contracts and School Choice**

*Note: In its current form, the law will require the RSU to maintain any tuition contract between a previous school administrative unit and any other school administrative unit or private school that is in effect on the operational date. Likewise, opportunities for school choice provided by a previous school unit must be maintained by the RSU for students in those municipalities that offered choice. Although these requirements could be complicating factors in reorganization planning, the law does not give the RPC the authority to change or eliminate existing tuition contracts and school choice options. Absent a change in the law, the RPC should accept any such contracts or choice options as a given.*

*With respect to financial planning for tuition contracts, such contracts usually prescribe the tuition rate. With regard to school choice, the issue is more complicated. For students exercising a right to choose a public school in a different school unit, the RSU must pay tuition not to exceed its own secondary tuition rate. If the tuition payable to the choice school exceeds the RSU's tuition rate, the additional expense must be paid by the responsible municipality in equal monthly amounts.*

## 1. Tuition Contracts

The following tuition contracts are in existence as of the date of this Plan:

SAU	Other Party	Description	Termination Date
Cooper	Alexander	K-8 Cooper entered into a tuition agreement with Alexander but allowed students who were already enrolled in other elementary schools to finish that enrollment. Secondary students have a choice and attend Woodland, Calais, and WA.	
Crawford	Alexander	K-8	
Crawford	Calais HS	9-12	

Each of the above tuition contracts will be assumed by the RSU unless terminated prior to the operational date.

## 2. School Choice

The following SAU's offer some or all of their students a choice of which school to attend. Grade levels in the existing SAU's that have choice of schools as of the operational date shall continue to have the same choices in the RSU.

CSD 12	9-12 students may attend either Woodland HS or Lee Academy and pay the maximum allowable tuition for each student.
Vanceboro	9-12 students may attend East Grand HS, Lee Academy, or McAdam HS and pay the maximum allowable tuition.

Perry	9-12 students may attend Shead HS, or another HS. Transportation only to Shead.
Pembroke	9-12 may attend Washington Academy. Town will transport and pay maximum allowable tuition.
Dennysville	All K-12 students are tuitioned to surrounding schools.
Charlotte	9-12 students attend Calais HS with transportation. They may attend other high schools.
Cooper	All 9-12 students may attend any secondary school and pay the maximum allowable tuition.
Meddybemps	All 9-12 students may attend Calais HS, Woodland HS, or Washington Academy and pay the maximum allowable tuition.
Princeton	All 9-12 students may attend Calais, Woodland, or Washington Academy and pay the maximum allowable tuition for each student.
Talmadge	K-8 pupils may attend Princeton Elementary School, Woodland Elementary School, pr ER II Elementary School and pay the maximum allowable tuition for each student. All 9-12 students may attend Lee Academy or Woodland HS and pay the maximum allowable tuition for each student.
Waite	All K-12 students may attend school in Princeton, Woodland, or Calais and pay the maximum allowable tuition for each student.
Alexander	9-12 students may attend schools in Woodland, Calais, or Washington Academy and pay the maximum allowable tuition for each student.
Baring Plt.	All K-8 students may attend schools in Alexander, Calais, Baileyville. All 9-12 students may attend school in Calais and pay the maximum allowable tuition
Robbinston	All students 9-12 may attend school in Calais, Washington Academy, Shead HS and pay the maximum allowable tuition for each student.
Topsfield	<b>Note:</b> In the event that the elementary school in Topsfield is closed after Reorganization in accordance with applicable Maine statutes, the K-8 students in attendance at the school will have school choice as the 9-12 students currently enjoy.

## 13-F. Claims and Insurance

### Claims and Insurance

**There are no known claims against any of the SAU's entering the RSU at this time.**



### **13-G. Vote to submit reorganization plan to Commissioner.**

Before submitting a reorganization plan to the Commissioner of Education the governing body of each school administrative unit shall adopt the following vote:

#### **Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:**

VOTED: That the provisions included in the school reorganization plan prepared by the Reorganization Planning Committee for Towns of Vanceboro, Charlotte, Dennysville, Pembroke, Perry, Alexander, Baring PLT., Cooper, Calais, Crawford, Robbinston, Baileyville, Eastport, Grand Lake Stream, Meddybemps, Princeton, Talmadge, Waite and CSD #12- East Rangè II School into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by To Be Determined.

*Note: Adoption of this vote does not necessarily mean that the governing body of the school administrative unit endorses the school reorganization plan. This vote is required in order for the school reorganization plan to include "such other matters as the governing bodies . . . determine to be necessary" under Section XXXX-36(5)(M) of the school reorganization law and in order for the plan to be submitted to the Commissioner of Education by the school administrative unit as required by Section XXXX-36(4).*

### **13H. CTE Regions.**

The RSU will continue in a cooperative arrangement with the Calais vocational/technical center as it currently exists.

## Exhibit 6-B

**EXHIBIT 6B (5 pages)**

Bonds, Notes and Lease Purchase Agreements that the Region Will Not Assume: Total dollar amount not assumed: \$56, 734.20 annually through August 1, 2013 .

**2003S Loan 1**

Loan Profile/Loan 1: Principal: \$588,625.00  
Principal Forgiveness (\$588,625.00)

This Loan: Calais' local debt is \$31,834.80 annually, from August 1, 2004 through August 1, 2013 (with \$588,625.00 forgiven.).

**2003S Loan 2**

Loan Profile/Loan 2: Principal: \$460,401.00  
Principal Forgiveness: (\$460,401.00)

This Loan: Calais' local debt is \$24,899.90 annually, from August 1, 2004 through August 1, 2013 (with \$460,401.00 forgiven).

**2004B**

\$7,766,994.00: This amortization schedule payment is made each year according to the schedule in the amount of subsidy on line 42 of our ED 279 form which are expected in the subsidized amounts equivalent to the schedule through 2024.

**Total Debt that stays with Calais**

The total debt that does not become part of the RSU budget shared by the towns is the \$31,834.30 from loan 1 due annually each year through August 1, 2013 and \$24,899.90 also through August 1, 2013 total annual local debt through August 1, 2013 (or the school budget year 2013-2014) of \$56, 734.20 annually through August 1, 2013.

**Loan Profile: Calais School Dist-2003S-Loan 1**  
**Origination Date: 6/19/2003 Original Principal: \$906,973.00**

**Loan Contacts**

Contact Type	Contact	Address
General Loan Correspondence	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Billing	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Debt Confirmation	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619

Date	Interest Rate	Principal	Interest	Principal Forgiveness
6/19/2003	0%	\$588,625.00		(\$588,625.00)
8/1/2004	0%	\$31,834.80		
8/1/2005	0%	\$31,834.80		
8/1/2006	0%	\$31,834.80		
8/1/2007	0%	\$31,834.80		
8/1/2008	0%	\$31,834.80		
8/1/2009	0%	\$31,834.80		
8/1/2010	0%	\$31,834.80		
8/1/2011	0%	\$31,834.80		
8/1/2012	0%	\$31,834.80		
8/1/2013	0%	\$31,834.80		

## MMBB Loan Profile Report

**Loan Profile: Calais School Dist-2003S-Loan 2**  
**Origination Date: 6/19/2003 Original Principal: \$709,400.00**

## Loan Contacts

Contact Type	Contact	Address
General Loan Correspondence	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Billing	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619

Date	Interest Rate	Principal	Interest	Principal Forgiveness
6/19/2003	0%	\$460,401.00		(\$460,401.00)
8/1/2004	0%	\$24,899.00		
8/1/2005	0%	\$24,899.90		
8/1/2006	0%	\$24,899.90		
8/1/2007	0%	\$24,899.90		
8/1/2008	0%	\$24,899.90		
8/1/2009	0%	\$24,899.90		
8/1/2010	0%	\$24,899.90		
8/1/2011	0%	\$24,899.90		
8/1/2012	0%	\$24,899.90		
8/1/2013	0%	\$24,900.80		

# **Loan Profile: City of Calais School District - 2004B** **Origination Date: 5/27/2004 Original Principal: \$7,766,994.00**

## **Loan Contacts**

Contact Type	Contact	Address
General Loan Correspondence	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Project Cost Form	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Rebate	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Debt Confirmation	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619
Billing	Mr. James Underwood Superintendent of Schools	32 Blue Devil Hill Calais ME 04619

Date	Interest Rate	Principal	Interest
11/1/2004			\$146,007.68
5/1/2005			\$170,658.33
11/1/2005	3%	\$388,349.00	\$170,658.33
5/1/2006			\$164,833.10
11/1/2006	4.53%	\$388,349.00	\$164,833.10
5/1/2007			\$156,036.99
11/1/2007	6%	\$388,349.00	\$156,036.99
5/1/2008			\$144,386.52
11/1/2008	3%	\$388,349.00	\$144,386.52
5/1/2009			\$138,561.29
11/1/2009	3%	\$388,349.00	\$138,561.29
5/1/2010			\$132,736.05
11/1/2010	7%	\$388,349.00	\$132,736.05
5/1/2011			\$119,143.84
11/1/2011	4.195%	\$388,350.00	\$119,143.84
5/1/2012			\$110,998.20
11/1/2012	4.398%	\$388,350.00	\$110,998.20
5/1/2013			\$102,458.38
11/1/2013	3%	\$388,350.00	\$102,458.38
5/1/2014			\$96,633.13
11/1/2014	7%	\$388,350.00	\$96,633.13
5/1/2015			\$83,040.88
11/1/2015	4.209%	\$388,350.00	\$83,040.88
5/1/2016			\$74,868.05
11/1/2016	4.156%	\$388,350.00	\$74,868.05
5/1/2017			\$66,798.14

11/1/2017	4.184%	\$388,350.00	\$66,798.14
5/1/2018			\$58,673.86
11/1/2018	4.054%	\$388,350.00	\$58,673.86
5/1/2019			\$50,802.01
11/1/2019	4.169%	\$388,350.00	\$50,802.01
5/1/2020			\$42,706.85
11/1/2020	4.121%	\$388,350.00	\$42,706.85
5/1/2021			\$34,704.90
11/1/2021	4.317%	\$388,350.00	\$34,704.90
5/1/2022			\$26,322.36
11/1/2022	4.426%	\$388,350.00	\$26,322.36
5/1/2023			\$17,728.18
11/1/2023	4.453%	\$388,350.00	\$17,728.18
5/1/2024			\$9,081.56
11/1/2024	4.677%	\$388,350.00	\$9,081.56

## **Exhibit 7-B**



*Amendments Attached*  
**SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

It is hereby agreed by and between the School Union #106 (hereinafter called the "Board") and James A. Underwood (hereinafter called the "Superintendent") that the said Board in accordance with its action found in the minutes of the meeting held on the 24th day of March, 2004, has and does hereby employ the said James A. Underwood as Superintendent of Schools for a period\* commencing July 1, 2007 and ending June 30, 2012. Both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools under the jurisdiction of the Board as prescribed by the statutes of the State of Maine and the policies established by the Board and any amendments thereof. The Superintendent agrees to devote his/her entire time to his/her duties as Superintendent unless otherwise accepted in accordance with the laws of Maine.

1. Certification. During the term of this contract, the Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of Maine.
2. Salary. The Superintendent's annual salary (2007-2008) shall be \$77,250.00, payable in equal installments in accordance with the policies of the Board.
3. Evaluation. The Board shall evaluate the Superintendent at least annually at a meeting during the month(s) of December. Such evaluation should include an assessment of previously mutually agreed on objectives. Board relationships, and the professional behavior and performance of the Superintendent.

*Note: The law requires that the Superintendent's employment be considered in the month of December preceding the expiration year of his/her contract; earlier consideration is the Board's option.*

4. **Vacation.** The Superintendent shall receive 20 days of vacation annually exclusive of legal holidays. Paid vacation shall be taken within twelve months of the year in which it is earned unless otherwise agreed by the Board. The Superintendent shall inform the Board in advance of planned vacation days and shall report to the Board on the number of vacation days taken and remaining. A maximum of 10 days vacation may be carried over from one year to the next.
5. **Sick Leave.**
  - a) For personal illness, the Superintendent shall receive 15 days sick leave per year accumulative to a total of 150 days. Sick pay to the Superintendent will be reduced by funds received by him/her from Workers' Compensation for lost earnings.
  - b) In the event of absence of the Superintendent for illness in excess of five consecutive work days, the Board may require the Superintendent to submit to a medical examination by the school physician, or any physician to whom the Superintendent is referred by the school physician, attesting to the Superintendent's ability to return to work. Such examination shall be at the Board's expense, and reports of such examinations shall be provided to the Board.

- c) Accumulated sick days in the amount of 47.5 to be carried forward from James Underwood's previous administrative contract as Calais High School Principal.

6. Insurance. The Superintendent shall receive insurance coverage paid by the Board as follows:

- a) health insurance including major medical at 100% of a Single and 80% of the difference in (premium/level);
- b) school department long-term disability insurance (or other long-term disability insurance if so negotiated);
- c) dental insurance at single subscription (premium/level); and
- d) M.S.R.S. basic or supplemental and (optional) dependent life insurance package.

*Note: Insurance coverage, premiums and levels of benefits are all subject to negotiation.*

- 7. Annuity. The Superintendent shall be eligible to defer a portion of his/her salary through the Board's tax-sheltered annuity plan on the same basis as other eligible employees.
- 8. Discharge. Throughout the term of this contract, the Superintendent shall be subject to discharge in accordance with the laws of Maine, in the event of such discharge, this contract shall terminate and all obligations of the Board to the Superintendent hereunder shall cease.
- 9. Other Terminations of Employment.
  - a) This contract may be terminated by mutual agreement of the

parties at any time or by the Superintendent upon a minimum of ninety (90) days' written notice to the Board.

- b) In the event the Superintendent is unable to perform his/her duties by reason of disability and such disability continues following exhaustion of any sick leave and vacation time, the Board may terminate this contract by written notice to the Superintendent whereupon all obligations of the Board to the Superintendent hereunder shall cease. Income Protection provision will not be affected.
- c) Unless otherwise terminated, this contract shall terminate automatically on June 30, 2012, without the requirement of any action by either party, at which time all obligations of the Board to the Superintendent hereunder shall cease. The parties acknowledge that no cause is required for the Board to permit this contract to terminate automatically by expiration of its term and to not enter into a new contract with the Superintendent.

- 10. Extension of Term. The Board may by specific action extend the termination date of his contract. Any such extension shall be entered into by the parties as a written amendment to this contract.
- 11. Contract Amendments. This contract contains the entire agreement between the parties and supersedes all prior agreements or representations of any kind. This contract may be amended only by an agreement in writing executed by both parties.

12. Severability. Should any provision of this agreement be found to be contrary to law, such provision shall become null and void and shall immediately cease to be in effect, but in such case, the remainder of this agreement shall not be affected, shall remain in effect, and shall be valid and enforceable.

Dated this 28<sup>th</sup> day of February, 2007.

Martha McIntyre

Chairperson – School Board

James A. Underwood

Superintendent

**Contract Amendment:**

The termination date of this contract between School Union #106 and James A. Underwood, is extended from June 30, 2007 to June 30, 2012, salary for 2007-2008 was negotiated at the December 2006 Union meeting for an amount of \$77,250.00.

**\*Amendment to Superintendent's Employment Agreement**

It is hereby agreed by and between the School Union #106 Board of Directors ("Board") and James A. Underwood ("Superintendent") that the Superintendent's Employment Agreement dated February 28, 2007 is amended as follows:

The Board shall employ the Superintendent until June 30, 2013.

The Superintendent's 2007-2008 salary of \$77,250.00 shall be increased by 3% to \$79,567.50 for the 2008-2009 fiscal year and a minimum of 3% per year pay increase to be reviewed annually based on job description for the remaining years.

Dated this 3<sup>rd</sup> day of January, 2008.

Mattie McElroy

Chairperson – School Board

James A. Underwood

Superintendent

## MAINE SCHOOL UNION 106 INDIVIDUAL EMPLOYEE CONTRACT

**Faye Donovan** (to whom the term "EMPLOYEE" hereinafter refers) who is employed as Administrative Secretary/Receptionist in the School Union 106 office of the Superintendent of Schools in Calais, Maine is hereby notified that the Superintending School Union 106 Board has voted and hereby agrees to pay said employee for the fiscal years beginning **July 1, 2008** and ending **June 30, 2011** at a salary of **\$36,714.60** (2008-09), and at least a 3% increase for each of the years remaining (2009-2011) in twenty-six annual installments-as follows: Bi-weekly pay periods beginning July, 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which said employee may, in writing, authorize.

It is further agreed that in addition to the basic annual rate of **\$36,714.60** an additional sum is being paid for the following:

- Sick Leave: 15/150
- Personal Days: 3 days
- Bereavement: 3 days
- Vacation Days: 25 days plus 2 floaters
- Medical Insurance: 100% Single/86% Difference
- Holidays: 13 paid Holidays
- Delta Dental (Single)
- M.M.A. Income Protection
- Storm Days if school is cancelled

The employee, under the terms and conditions of the aforementioned agrees to accept the above-stated rate of pay for services during the above stated period. It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the employee.

The right is reserved by the Superintending School Union 106 Board to make such reasonable changes of assignment as are deemed to be in the best interest of the School Union.

This offer of employment on the part of the Superintending School Committee shall be void unless a copy duly executed by the Employee is received at the office of the Superintendent of Schools on or before December 31, 2007 this offer having been in the employee's possession a reasonable time.

SIGNED:

*Jay Donovan*

Superintending School Union 106 Board

*James A. Underwood*

By: James A. Underwood

Home Address:

*99 Boardman St.  
Calais, ME 04619*

Title: Superintendent of Schools

Date: *12/31/07*

Date: December 14, 2007



## MAINE SCHOOL UNION 106 INDIVIDUAL EMPLOYEE CONTRACT

Julie Murray (to whom the term "EMPLOYEE" hereinafter refers) who is employed as Bookkeeper in the School Union 106 office of the Superintendent of Schools in Calais, Maine is hereby notified that the Superintending School Union 106 Board has voted and hereby agrees to pay said employee for the fiscal years beginning July 1, 2008 and ending June 30, 2011 at a salary of **\$29,834.20** (2008-09), and at least a 3% increase for each of the years remaining (2009-2011) in twenty-six annual installments-as follows: Bi-weekly pay periods beginning July, 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which said employee may, in writing, authorize.

It is further agreed that in addition to the basic annual rate of **\$29,834.20** an additional sum is being paid for the following:

- Sick Leave: 15/150 days
- Personal Days: 3 days
- Vacation Days: 10 days
- Medical Insurance: 100% Single/86% Difference
- Holidays : 13 paid Holidays
- Delta Dental (Single)
- M.M.A. Income Protection
- Storm Days if school is cancelled

The employee, under the terms and conditions of the aforementioned agrees to accept the above-stated rate of pay for services during the above stated period. It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the employee.

The right is reserved by the Superintending School Union 106 Board to make such reasonable changes of assignment as are deemed to be in the best interest of the School Union.

This offer of employment on the part of the Superintending School Committee shall be void unless a copy duly executed by the Employee is received at the office of the Superintendent of Schools on or before December 31, 2007 this offer having been in the employee's possession a reasonable time.

SIGNED:

*Julie Murray*

Home Address:

*4 Bates Lane  
Robbinston, ME 04671*

Date: *12-31-07*

Superintending School Union 106 Board

*James A. Underwood*

By: James A. Underwood

Title: Superintendent of Schools

Date: December 14, 2007

## MAINE SCHOOL UNION 106 INDIVIDUAL EMPLOYEE CONTRACT

Dawn Moraisey (to whom the term "EMPLOYEE" hereinafter refers) who is employed as Payroll Clerk in the School Union 106 office of the Superintendent of Schools in Calais, Maine is hereby notified that the Superintending School Union 106 Board has voted and hereby agrees to pay said employee for the fiscal years beginning July 1, 2008 and ending June 30, 2011 at a salary of **\$35,667.54** (2008-09), and at least a 3% increase for each of the years remaining (2009-2011) in twenty-six annual installments-as follows: Bi-weekly pay periods beginning July, 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which said employee may, in writing, authorize.

It is further agreed that in addition to the basic annual rate of **\$35,667.54** an additional sum is being paid for the following:

- Sick Leave: 15/150 days
- Personal Days: 3 days
- Bereavement: 3 days
- Vacation Days: 25 days Plus 2 Floaters
- Medical Insurance: 100% Single/86% Difference
- Holidays : 13 paid Holidays
- Delta Dental (Single)
- M.M.A. Income Protection
- Storm Days if school is cancelled

The employee, under the terms and conditions of the aforementioned agrees to accept the above-stated rate of pay for services during the above stated period. It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the employee.

The right is reserved by the Superintending School Union 106 Board to make such reasonable changes of assignment as are deemed to be in the best interest of the School Union.

This offer of employment on the part of the Superintending School Committee shall be void unless a copy duly executed by the Employee is received at the office of the Superintendent of Schools on or before December 31, 2007 this offer having been in the employee's possession a reasonable time.

SIGNED:

*Dawn M. Morais*

Home Address:

*74 South Shore  
Alexandria, ME 04694*

Date: *12/31/07*

Superintending School Union 106 Board

*James A. Underwood*

By: James A. Underwood

Title: Superintendent of Schools

Date: December 14, 2007

**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

**Barry Raymond** (to whom the term "administrator" hereinafter refers) employed as an Administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal years beginning **July 1, 2008 and ending June 30, 2011**, at an annual salary of **\$73,662.36** for the 2008-2009 contract year, (the salary amount for 2009-2010 and 2010-2011 will be renegotiated each year) in twenty-six installments payable as follows: Bi-weekly beginning July 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize.

1) It is mutually agreed that this salary represents a basic annual salary of **\$73,662.36** and that the contract shall be: **Special Services Director**

2) It is further agreed that in addition to the basic annual rate of **\$73,662.36** an additional sum is being paid for the following:

Delta Dental (Single)  
15/150 Sick Leave  
260 Work Days  
25 Days Vacation

Anthem 100% Single 86% Difference  
3 Personal Days  
M.M.A. Income Protection

Said Administrator shall have sick leave and leave days as per the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the above-stated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on or before August 15, 2008, this offer having been in the administrator's possession a reasonable time.

SIGNED:

Home Address

Date:

Superintending School Committee

By: James A. Underwood

Title: Superintendent of Schools

Date: August 8, 2008

**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

**Sue Carter** (to whom the term "administrator" hereinafter refers) employed as an Administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal years beginning **July 1, 2008 and ending June 30, 2011**, at an annual salary of **\$60,705.92** for the 2008-2009 contract year, (the salary amount for 2009-2010 and 2010-2011 will be renegotiated each year) in twenty-six installments payable as follows: Bi-weekly beginning July 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize.

1) It is mutually agreed that this salary represents a basic annual salary of **\$60,705.92** and that the contract shall be: **Social Worker with Supervisory Responsibilities**

2) It is further agreed that in addition to the basic annual rate of **\$60,705.92** an additional sum is being paid for the following:

Delta Dental (Single)  
15/150 Sick Leave  
210 Work Days

Anthem 100% Single 86% Difference  
3 Personal Days  
M.M.A. Income Protection

Said Administrator shall have sick leave and leave days as per the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the above-stated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on or before August 15, 2008, this offer having been in the administrator's possession a reasonable time.

SIGNED:

Home Address

Date:

*Sue Carter*  
*219 Shattuck Rd*  
*Calais, ME*  
*8/13/08*

Superintending School Committee

By *James A. Underwood*

Title: Superintendent of Schools

Date: August 8, 2008

**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

**Matt Clark** (to whom the term "administrator" hereinafter refers) employed as an Administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal years beginning **July 1, 2008 and ending June 30, 2011**, at an annual salary of **\$55,200.00 at Assistant Principal rate and \$10,000.00 additional stipend as Interim Principal for 2008-2009 with the option to return to Assistant Principal at the end of the 08-09 school year under all conditions of the previous contract**, (the salary amount for 2009-2010, and 2010-2011 will be renegotiated each year) in twenty-six installments payable as follows: Bi-weekly beginning July 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize.

1) It is mutually agreed that this salary represents a basic annual salary of **\$55,200.00** and that the contract shall be: **Assistant Principal 7-12 and that the contract for 2008-2009 shall be the assignment of Interim Principal 7-12.**

2) It is further agreed that in addition to the basic annual rate of **\$55,200.00** an additional sum is being paid for the following: **\$10,000.00 for Interim Principal 7-12 Stipend for 08-09**

Delta Dental (Single)  
15/150 Sick Leave  
260 Work Days  
20 Days Vacation

Anthem 100% Single 86% Difference  
3 Personal Days  
M.M.A. Income Protection

Said Administrator shall have sick leave and leave days as per the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the abovestated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on or before August 15, 2008, this offer having been in the administrator's possession a reasonable time.

SIGNED:

Home Address

Date:

*[Signature]*

33 Lakewood Street

8-13-08

Superintending School Committee

By: *[Signature]*  
James A. Underwood

Title: Superintendent of Schools

Date: August 8, 2008

*Signed August 13*

**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

Dan Colinstaedt (to whom the term "administrator" hereinafter refers) to be employed as an Administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal year beginning July 1, 2008 and ending June 30, 2009, at an annual salary of \$53,000.00 Pro-rated from start date in twenty-two installments payable as follows: Bi-weekly beginning September 3, 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize

1) It is mutually agreed that this salary represents a basic annual salary of \$53,000.00 Pro-rated from start date, and that the contract shall be: Assistant Principal Calais Middle/Calais High School

2) It is further agreed that in addition to the basic annual rate of \$53,000.00 an additional sum is being paid for the following:

Delta Dental (Single)  
15/150 Sick Leave  
260 Work Days

Anthem 100% Single 86% Difference  
3 Personal Days  
M.M.A. Income Protection

Said Administrator shall have sick leave and leave days consistent with the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the abovestated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on August 20, 2008 but not later than August 29, 2008 this offer having been in the administrator's possession a reasonable time.

SIGNED:

Home Address

Date:

*[Signature]*  
2000 NE Cameron  
Calais, ME 04730

Aug 20, 2008

Superintending School Committee

By: *[Signature]*  
James A. Underwood

Title: Superintendent of Schools

Date: August 20, 2008



**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

**Robert Moholland** (to whom the term "administrator" hereinafter refers) employed as an administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal years beginning **July 1, 2008 and ending June 30, 2009**, at an annual salary of **\$66,300.00** in twenty-six installments payable as follows: Bi-weekly beginning July 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize.

1) It is mutually agreed that this salary represents a basic annual salary of **\$66,300.00** and that the contract shall be: **Vocational Director**

2) It is further agreed that in addition to the basic annual rate of **\$66,300.00** an additional sum is being paid for the following: **Vocational Truck Driving \$3,060.00**

Delta Dental (Single)	3 Personal Days
15/150 Sick Leave	M.M.A. Income Protection
200 Work Days/180 School year	
20 Days Vacation	

Said Administrator shall have sick leave and leave days as per the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the abovestated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on or before June 30, 2008, this offer having been in the administrator's possession a reasonable time.

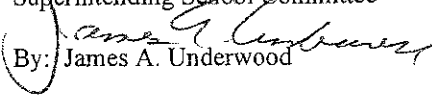
SIGNED: 

Home Address

Date:

*June 26, 2008*

Superintending School Committee

By:  James A. Underwood

Title: Superintendent of Schools

Date: June 25, 2008

**CALAIS SCHOOL DEPARTMENT  
ADMINISTRATOR'S SALARY AGREEMENT**

**Peter Perkins** (to whom the term "administrator" hereinafter refers) employed as an Administrator in the public schools of the administrative unit of Calais, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said administrator for the school fiscal years beginning **July 1, 2008 and ending June 30, 2011**, at an annual salary of **\$64,795.66 plus an additional \$6,122.04** for the 2008-2009 contract year, (the salary amount for 2009-2010, and 2010-2011 will be renegotiated each year) in twenty-six installments payable as follows: Bi-weekly beginning July 2008 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Administrator may, in writing, authorize.

1) It is mutually agreed that this salary represents a basic annual salary of **\$64,795.66** and that the contract shall be: **Principal K-6**

2) It is further agreed that in addition to the basic annual rate of **\$64,795.66** an additional sum is being paid for the following: **\$6,122.04 for Adult Education Director**

Delta Dental (Single)  
15/150 Sick Leave  
260 Work Days  
20 Days Vacation

Anthem 100% Single 86% Difference  
3 Personal Days  
M.M.A. Income Protection  
Up to 10 unused vacation days (non-cumulative) to be carried forward

Said Administrator shall have sick leave and leave days as per the Teacher's Master Contract. Said Administrator, under the terms and conditions of the aforementioned agrees to accept the above-stated salary in return for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the administrator.

The right is reserved by the Superintending School Committee to make such reasonable changes of assignment as are deemed to be in the best interest of the school. This offer of salary agreement on the part of the Superintending School Committee shall be void unless a copy duly executed by the Administrator is received at the office of the Superintendent of Schools on or before August 15, 2008, this offer having been in the administrator's possession a reasonable time.

SIGNED:

Home Address

Date:

Superintending School Committee

By: James A. Underwood

Title: Superintendent of Schools

Date: August 8, 2008

**ALEXANDER SCHOOL DEPARTMENT  
EMPLOYEE CONTRACT**

**Brenda McDonough** (to whom the term "EMPLOYEE" hereinafter refers) who is employed as a Secretary in the public schools of the administrative unit of Alexander, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said employee for the school fiscal year beginning **July 1, 2008** and ending **June 30, 2010** at an hourly rate of \$9.58/hr year one and \$9.77/hr year two as follows: Bi-weekly pay periods beginning September 2008 and ending June 2010 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Employee may authorize in writing.

It is further agreed that in addition to the basic hourly rate of **\$9.58 year one and \$9.77 year two** the following terms and conditions apply and an additional sum is paid for the following:

Work Days: 180 (up to 15 additional days as Principal determines)  
Hours per day: 7  
Sick Leave: 10/25 (10 days per year cumulative to a maximum at any time of 25 sick days) in accordance with School Committee Policy for use of sick days  
Personal Days: 3 days per year non cumulative  
3 Bereavement Days non cumulative  
Holidays: 9 paid Holidays  
Single Subscription MEA Blue Cross/Blue Shield UCR plan with Major Medical/80% difference between single subscription and subscription coverage eligibility

Evaluation: Annually

The terms of this agreement shall include a grievance protocol of (1) Building Principal, (2) Superintendent of Schools, (3) the Superintending School Committee. All decisions of the Superintending School Committee shall be final.

The employee, under the terms and conditions of the aforementioned agrees to accept the abovestated rate of pay for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties, which normally constitute the responsibilities of the employee.

The right is reserved by the Superintending School Committee of Alexander to make such reasonable changes of assignment as are deemed to be in the best interest of the school.

This offer of employment on the part of the Superintending School Committee shall be void unless a copy duly executed by the Employee is received at the office of the Superintendent of Schools on or before **September 19, 2008**, this offer having been in the employee's possession a reasonable time.

SIGNED:

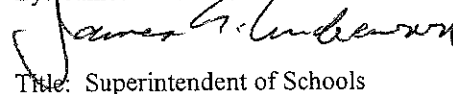


Home Address:  
669 Cooper Rd  
Alexander, Maine 04694

Date: 9/26/08

Superintending School Committee

By: James A. Underwood



Title: Superintendent of Schools

Date: September 16, 2008

**ALEXANDER SCHOOL DEPARTMENT  
EMPLOYEE CONTRACT**

Betty Jean Wallace (to whom the term "EMPLOYEE" hereinafter refers) who is employed as a Food Service Technician in the public schools of the administrative unit of Alexander, Maine is hereby notified that the Superintending School Committee of said unit has voted and hereby agrees to pay said employee for the school fiscal year beginning July 1, 2008 and ending June 30, 2010 at an hourly rate of \$9.63/hr year one and \$9.82/hr year two as follows: Bi-weekly pay periods beginning September 2008 and ending June 2010 less any deductions as required by State or Federal law, proper deductions for loss of time, and other actually agreed to deductions which the Employee may authorize in writing.

It is further agreed that in addition to the basic hourly rate of **\$9.63 year one and \$9.82 year two** the following terms and conditions apply and an additional sum is paid for the following:

Work Days: 185  
Hours per day: 7.5  
Sick Leave: up to 7 annual days sick leave in accordance with School Committee Policy  
up to 3 unused sick days can be carried over to the next year not to exceed 20 total  
sick days in any one year/at any one time  
Personal Days: 3 (0 personal days can be carried over from one year to the next)  
Holidays: 10 paid Holidays  
Single Subscription/Medical Insurance  
The option of direct payroll deposit

The terms of this agreement shall include a grievance protocol of (1) Building Principal, (2) Superintendent of Schools, (3) the Superintending School Committee. All decisions of the Superintending School Committee shall be final.

The employee, under the terms and conditions of the aforementioned agrees to accept the abovestated rate of pay for services during the above stated period.

It is agreed, further, that other assignments may be made, without additional compensation, to those regular and recurrent duties which normally constitute the responsibilities of the employee.

The right is reserved by the Superintending School Committee of Alexander to make such reasonable changes of assignment as are deemed to be in the best interest of the school.

This offer of employment on the part of the Superintending School Committee shall be void unless a copy duly executed by the Employee is received at the office of the Superintendent of Schools on or before **September 19, 2008**, this offer having been in the employee's possession a reasonable time.

SIGNED: Betty J. Wallace

Home Address:  
1409 Airline Road

Date: 9/26/08

Superintending School Committee

By: James A. Underwood

James A. Underwood  
Title: Superintendent of Schools

Date: September 16, 2008

## **The Sunrise Regional School Unit Reorganization Plan**

(School Unions 104, 106, 107, CSD 12-East Range II, Union 108, Vanceboro)

School Union 106 Back up Documentation for Exhibit B. School Collective Bargaining Agreements for the Applicable Units in School Union 106:

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Calais Teachers

Calais Support Staff

Calais Custodians

Robbinston Teachers

Robbinston Support Staff

Alexander Teachers, Support Staff, Custodian

**COMPREHENSIVE CONTRACT**

**By and Between**

**The Calais School Committee**

**and**

**The Calais Education Association/MEA/NEA**

**September 1, 2008 – August 31, 2010**

## ARTICLE I RECOGNITION

Pursuant to Title 26 MRSA, Chapter 9-A the Calais School Committee herein referred to as the Committee recognizes the Calais Education Association/ MEA/NEA hereafter referred to as the Association as the exclusive representative of all certified teachers employed by the Committee including the librarian, school nurse, and guidance counselors and department chairpersons excluding the following positions:

High School Principal  
Asst. High School Principal  
Director of Adult Education

Elementary School Principal  
Middle School Principal

## ARTICLE II MANAGEMENT

1. Except as expressly provided otherwise by this agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees, are vested exclusively in the Committee. The Committee retains all rights and powers that it has or may hereafter be granted by law.
2. The Association recognizes that except as specifically amended by the terms of this agreement, the Committee retains all functions, powers, duties, or authority vested in it by the applicable laws of the State of Maine or governmental agencies.

## ARTICLE III TEACHER RIGHTS

1. The Committee hereby agrees that every employee of the Committee has the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Committee under takes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Laws of the State of Maine or the Constitution of Maine and the United States. The Committee shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, collective negotiations with the Committee or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
2. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under State of Maine laws or other applicable laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided elsewhere.

## TEACHER RIGHTS (continued)

3. No continuing contract teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without a preponderance of the evidence establishing the existence of just cause. No continuing contract teacher shall be dismissed or denied renewal of contract without just cause in accordance with the examples above except as provided by Article XIII, Reduction in Force, Section 3. Any such action asserted by the Committee, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final.

4. Whenever any teacher is required to appear before the Superintendent, Committee, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

## ARTICLE IV GRIEVANCE PROCEDURE

### 1. Definitions

- a. Grievance - For the purpose of this agreement a grievance shall be defined as a claim based upon an event or condition where there is a disagreement or dispute as to the interpretation, meaning, or application of any of the provisions of this agreement.
- b. An "aggrieved person or persons" is the person or persons with the jurisdiction of the bargaining unit making a claim of grievance pursuant to the terms of this agreement.
- c. "Days" shall mean Monday through Friday excluding legal holidays.

### 2. Time Limits

- a. Time limits are maximum. Where possible, a grievance may be settled in less time.
- b. Any grievance filed must be filed within fifteen (15) days of the alleged violation of any of the provisions of this contract.

### 3. Informal Procedure

- a. If a teacher feels he has a grievance, he shall first discuss it with his principal in an effort to resolve the problem informally.



## GRIEVANCE PROCEDURE (Continued)

- b. If a teacher is dissatisfied with such disposition of the matter, he shall have the right to have an Association member and/or representative of his choice assist him in further efforts to resolve the problem informally with the principal.

### 4. Formal Procedure

#### a. Level One - School Principal

- (1) If the aggrieved person(s) is not satisfied with the outcome of the informal procedure he may present his grievance in writing to the Principal.
- (2) Within ten (10) days after the receipt of the written grievance the principal shall render his decision and the reasons therefore in writing to the aggrieved person.

#### b. Level Two - The Superintendent

- (1) If the aggrieved person(s) is not satisfied with the disposition of his grievance at Level One, he may, following receipt of the principal's decision, file his grievance with the Association's Professionals Rights and Responsibilities Committee or Executive Committee for referral to the Superintendent or he may refer it directly in writing to the Superintendent within ten (10) days of receipt of the response from the principal.
- (2) Within ten (10) days of receipt of the grievance the Superintendent or his designee shall meet with the aggrieved person, Association President or Executive Committee representative, and/or other representative for the purpose of resolving the problem.
- (3) Within ten (10) days of the hearing, the Superintendent or his designee shall render his decision and reasons therefore in writing to the aggrieved person.

#### c. Level Three - School Committee

- (1) If the aggrieved person(s) is not satisfied with the outcome of Level Two, he may refer his grievance to the Association's P.R. & R. Committee or Executive Committee for appeal to the Committee or he may present the grievance to the Committee. In either case it must be filed with the Committee within ten (10) days of receipt of the response from the Superintendent or his designee.
- (2) The Committee shall, within ten (10) days of the receipt of the appeal, meet with the aggrieved person(s) and/or his representative for the purpose of resolving the grievance.

## GRIEVANCE PROCEDURE (Continued)

- (3) Within ten (10) days the Committee shall render its decision and reasons therefore in writing to the aggrieved person.

### d. Level Four - Impartial Arbitration

- (1) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, he may, within five (5) days after receipt of written decision, request to the President of the Association that his grievance be submitted to arbitration.
- (2) The Association shall, within five (5) days after receipt of request, if it determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by notifying the Committee in writing.
- (3) The Chairman of the Committee and the President of the Association shall, within five (5) days of such written notice, jointly select a single arbitrator. If unable to agree, the American Arbitration Association shall be asked to appoint one.
- (4) The arbitrator's decision shall be final and binding on the parties.
- (5) The costs of the services of the arbitrator shall be assessed by the arbitrator.
- (6) No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.

## ARTICLE V LEAVES

1. All teachers employed shall be entitled to fifteen (15) sick leave days each year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with a maximum limit of 150 days. Teachers that have accumulated 150 sick days will be entitled to fifteen (15) additional days at the beginning of each year. **A sick leave bank of one hundred (150) days shall be established by the Committee.** Additional sick leave may be granted to each applicant with the recommendation of the C.E.A. providing the teacher's physician certifies he/she cannot perform his/her responsibilities. Replacement of the days used in any one school year will be the responsibility of the Calais Education Association. **Teachers receiving (Chemo Treatment) and days from the sick bank may at their discretion, work one weekend day per week, provided such work is planned in consultation with the building principal. It is understood such work will be related to current classroom planning and responsibilities.** Replacement days may be added during the first twenty (20) working days after the C.E.A. President receives from the Superintendent a list of all employees covered by this contract, together with their accumulated sick leave. The Association will also provide a single authorization form from each employee transferring sick days from their personal accounts before transfers are made. The decision of the Association to recommend or not to recommend sick days from the sick bank will not be a grievable decision. The Committee shall provide a written statement for every teacher at the beginning of each school year indicating the total sick leave credit. If not contested within five (5) days this will be considered a correct statement. Sick leave may be used in case of illness in the immediate family. For the purpose of this section, immediate family is defined as spouse, parents, children, daughter or son

in-law and those living in the immediate household. Transfer of sick leave time accumulated from previous employment will be granted in accordance with the law.

#### LEAVES (continued)

2. Absence due to injury as a result of the teacher's employment shall not be charged against the teacher's sick leave days. The Committee shall pay to such teacher or spouse the difference between the teacher's salary and the benefits received under Workman's Compensation for a period not to exceed the amount of sick leave accrued, pro-rated for the time for which it is paid.
3. Personal Leave - All employees shall be entitled to three days personal leave each year without having to state the reason for such leave. A teacher who does not use more than two days of personal leave in a year may hold over one day to the following year, but in no event may a teacher accumulate more than four days personal leave in any year. Except in the case of an emergency, the employee will give at least three (3) days written notice of his or her need.
4. Professional Leave - This leave shall be defined as leave granted to attend conferences and meetings related to education and visitations to other schools for the purpose of improving one's knowledge of the school program. This will be granted at the discretion of the Superintendent and Building Principal. Applications should be made one (1) week in advance. Out of the total leave days the Committee will budget a minimum of 60 days for the implementation of this article.
5. Time necessary for the appearance in any legal proceedings connected with the school operation shall be considered time worked.
6. Teachers shall be granted time necessary for jury duty. Compensation shall be the difference between jury pay, excluding expenses, and regular per diem salary.
7. Bereavement - Teachers will be granted up to four (4) days at any one time in the event of a death in a teacher's immediate family. Immediate family shall include parents, grandparents, parents-in-law, brother, sister, children, brother or sister-in-law, spouse, foster parents, or foster children.
8. Maternity Leave - Leave connected with pregnancy will commence when the health of the teacher as determined by her physician, may be affected by her continuing to teach. A teacher may return to work after a pregnancy, as soon as her physician certifies she is physically able to perform her contractual duties and she has notified the Superintendent five (5) days in advance of her return. Teachers may use accumulated sick leave for such pregnancy disability. Should a teacher's sick leave become exhausted an extension of up to one (1) year, without pay subsequent to the delivery will be granted if the teacher's doctor certifies that she is physically unable to perform her contractual duties. While on extended pregnancy leave a teacher may elect to continue coverage under the various insurance plans, provided the teacher assumes the full cost of the total premiums and forwards the payment to the Superintendent's Office prior to the date the payment must be forwarded to the insurance company.

## LEAVES (continued)

9. Sabbatical Leave - Teachers who have at least seven (7) years of service with the School System may request a leave of absence not to exceed one (1) full year with recompense to be at one-half (1/2) the regular salary. The salary shall be at the rate of pay the teacher would have received had he or she remained actively teaching. The teacher must present plans to pursue a further course of study or to travel or for other reasons of value to the school system in an application to the Superintendent no later than December 31 of the year preceding the calendar year in which the leave is to commence. The Committee may grant no more than one (1) such leave in any one school year. In the event that a sabbatical leave is denied, an opportunity to discuss the matter of the denial with the Superintendent shall be granted. Upon the return from sabbatical leave, the teacher shall be returned to the same position which he or she held at the time said leave commenced if it exists or if not, to a substantially equivalent position. The teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively teaching in the system during the period of his absence. Teachers receiving sabbatical leave shall agree to return to employment in the Calais School System for two years following such leave or return to the Calais School System that proportion of benefits received in relation to the amount of time less than two years of return.

10. Other leaves of absence with or without pay may be granted at the discretion of the Committee or its designee.

11. Teachers shall be entitled to the following leaves without pay:

Personal Disability - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness, or disability, up to one (1) year. The leave may be renewed each year at the option of the Committee.

12. Upon return from extended unpaid leave which is less than 90 working days, teachers shall be considered as if they were actively employed by the Committee during the leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent. For leaves greater than ninety (90) days, that are for any other unpaid leave in excess of ninety (90) days the teacher will be restored to the level on the salary schedule at which he or she was when leave commenced. All other benefits to which a teacher was entitled at the time such leave of absence commenced shall be restored to said teacher upon return from said leave and that teacher shall be assigned to the same position, if available, which the teacher held at the time of commencing leave, or if not available, to a substantially equivalent position.

13. All leave requests and grants shall be in writing except for sick leave or leaves of an emergency nature.

## LEAVES (continued)

14. Should the Committee have reason to believe that a teacher has taken unauthorized leave or abused any leave section, the Committee shall notify said teacher in writing of their reasons for such belief. The teacher will then respond orally, and if requested, in writing, to the Committee's inquiry and provide such specifics as are necessary to establish that said leave was authorized. Abuse of leave provisions may be grounds for disciplinary action, to include in cases of continued abuse, grounds for dismissal.

15. The Association President and/or designee shall be granted a total of (3) three days each year for the conduct of Association business. The President of the Association shall notify the Principal or immediate supervisor of the day or days to be utilized under this section and the person who will be utilizing such days.

16. No teacher shall suffer a deduction in salary nor loss of sick days when absent because of a disease necessitating quarantine of his/her classroom when a teacher has not contracted the disease him/her self.

17. An employee shall be entitled to a child caring leave of absence for up to twelve (12) weeks. The first six (6) weeks of leave shall be with pay and the last six weeks shall be without pay. The employee shall notify the superintendent of intent to take such leave as early as possible and shall notify the superintendent of expected date of return to work.

With the approval of the Board and upon request of the employee, a child caring leave of absence may be renewed without pay. When child caring leave of absence is renewed the employee may continue insurance coverage through the employee group plan by paying monthly the amount of the insurance premium to the school system.

## ARTICLE VI SALARIES AND OTHER COMPENSATIONS

### 1. Salary Payment

The salaries of all certified professional employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereof. Annual salaries shall be paid in twenty-six (26) equal installments payable on alternate Wednesdays. When a payday falls during a vacation, teachers shall receive their pay on the last previous working day. This will be done whenever financially practicable. Requests for lump sum payment of salary on the final check at the end of the teaching year will be given priority as follows:

- a. to persons retiring from the teaching profession, and eligible for pension benefits

## SALARIES AND OTHER COMPENSATIONS (continued)

- b. to those leaving the community to teach or work the following year in another geographic location. All requests for lump sum payment must be submitted in writing to the Superintendent of Schools by May 1. Requests will be honored within limitations of the City Treasury. Proper payroll deductions shall be made from this check for Blue Cross/Blue Shield, retirement, and other authorized deductions.

### 2. Payroll Deductions

An itemized statement will accompany each check listing deductions to be made on each paycheck. Authorized deductions to be made will be deductions covered by state and federal statutes and deductions covered by this contract. The deductions authorized by this contract will be the following:

- a. National Education Association dues
- b. Maine Education Association dues
- c. Calais Education Association dues
- d. All medical insurance premiums
- e. Life insurance premiums
- f. Other deductions agreed to by the Committee and the Association
- g. City of Calais taxes (Teacher will supply central office with the amount to be deducted at the beginning of the school year.)

### 3. Professional Credits

- a. The Committee will up-front the full cost of tuition and other reasonable itemized expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Committee to take. Such itemization of expenses shall be made tentatively before taking the course and will be paid for an actual itemization and approval by the Committee. This provision shall extend to requests initiated by the teacher, with prior written approval from the Superintendent.
- b. Pay in advance a teacher for the actual cost of the course for each three (3) credit hours of University study, in-service training earned by attending the University, or through local extension courses. Application for course payment must be made on a form provided by the Superintendent. Failures to pass or complete the course will result in the advance payment being deducted from the teacher's salary.

- c. For movement to a +15 column a teacher will be credited with three college credits for each three (3) recertification credits and/or 4.5 C.E.U.'s earned.

#### 4. Health Insurance

The Board will provide each employee covered by the contract single coverage and pay 86% of the additional cost for coverage to which the employee qualifies (adult w/children, 2 adults or full family) under MEA Benefits Trust Anthem medical insurance protection for the 2008-2010 contract year. The insurance coverage will be for a full twelve (12) month period.

The Committee will provide Delta Dental Plan I to each teacher covered by the contract with a cost not to exceed the previous year's total premium cost.

#### 5. Retirement Benefits

A teacher shall receive payment at the teacher's per diem rate of pay for twenty (20) days of accumulated sick leave upon retirement. Employment eligibility is to be twenty (20) or more years teaching in the Calais School System, provided the teacher signifies intent to retire by April 1, prior to the final school year of employment. The retirement amounts will be included in the teacher's last years' contract as determined by Schedule A and paid in twenty-six (26) equal installments.

#### 6. Student Teachers

A teacher's taking of a student teacher or practicum teacher shall be voluntary.

#### 7. Itinerant Teachers

Itinerant teachers shall receive two hundred fifty dollars (\$250.00) for using their private vehicles in the fulfillment of their teaching responsibilities. An itinerant teacher is defined as an individual whose teaching schedule requires him/her to carry out his/her duties in more than one school building. Payment of this mileage stipend shall be made with the last regular paycheck of each school year.

#### 8. School Nurse

The School Nurse shall receive four hundred fifty dollars (\$450.00) for using his/her private vehicle in carrying out of his/her duties.

9. For the purpose of placement on Schedule A, new professional and/or vocational

#### SALARIES AND OTHER COMPENSATION (continued)

personnel will be credited with two (2) years for each three (3) years of experience up to

a maximum of ten years experience.

10. Any teacher will not lose pay due to his/her participation in military service. Compensation will be the difference between military pay and his/her regular per diem salary. This will cover up to a maximum of ten (10) working days.

11. Any teacher not using more than five (5) sick days during any one school year shall have his/her name placed in a pool. The first ten (10) names drawn from the pool will receive one hundred dollars (\$100) each the first pay period after the end of the school year.

12. The committee shall pay the costs for finger printing and back ground checks relating to recertification.

#### ARTICLE VII EXTRA PAY SCHEDULE

1. The payment for the administration and supervision of extra curricular activities shall be on the basis of responsibility and time required. Payment will be lump sum at the conclusion of the activity or spread over the school year as agreed to when the activity is accepted.

2. Teacher participation in extra curricular activities shall be voluntary, but once the duty is accepted this acceptance cannot be withdrawn prior to the completion of the contract. A role description will be developed between advisor or coach and the school administration each year. A written report will be filed at the end of each activity season.

3. Individuals not covered by the contract will progress upward with each year's experience not to exceed the highest rate on the bachelor scale.

4. Teacher participation in co-curricular activities is required. Co-curricular activities are limited to:

Instrumental Music  
Vocal Music

5. Teachers participating in extra curricular activities may attend one (1) professional improvement workshop or clinic in their area of employment each year if recommended by the administration.

#### SALARIES FOR EXTRA CURRICULAR AND CO-CURRICULAR ACTIVITIES



*Percentages Based on Contracted Salary*

12%	Varsity Boys Basketball Varsity Girls Basketball
8%	Yearbook
6%	Junior Varsity Boys Basketball Junior Varsity Girls Basketball 9th Grade Boys Basketball Baseball Softball Dramatics Department Heads (4) Varsity Wrestling Soccer Volleyball H.S. Student Council
5%	Varsity Cheering Senior Class Advisor M.S. Student Council
4%	Cross Country Student Council Advisor 7-8 Grade Basketball Staff Development Chairperson Academic Decathlon Coordinator 8th Grade Advisor J.V. Cheering
3%	5 & 6 Grade Basketball Boys 5 & 6 Grade Basketball Girls Cross Country Middle School Junior Class Advisor Tennis Golf Math Team, High School J.V. Volleyball
2%	Staff Development (3) Softball Middle School Baseball Middle School Sophomore Advisor Freshmen Advisor Chess Club Advisor National Honor Society 7 & 8 Grade Cheerleading Debate Coach Academic Decathlon Coaches Odyssey of the Mind Envirothon
	Co-Curricular
10%	Instrumental Music
5%	Vocal Music

Salary percentages for extra-curricular and co-curricular will be based on the second previous year's contracted salary.

ARTICLE VIII  
SCHOOL YEAR, HOURS, AND LOAD

1. Any teacher who works more than 180 days in a school year, except those paid extra - and co-curricular activities teachers and/or whose contracts provide for duties commencing before the beginning of the school year, shall be compensated for each additional day(s) or partial day(s) worked beyond the 180 days at the teachers per diem rate of pay.
2. The work year for teachers will begin no earlier than the last Monday in August and will terminate no later than the 30<sup>th</sup> of June. During the term of this Agreement, the teacher work year will include five (5) days for orientation, Teacher's Convention, and in-service workshops.
3. Teachers shall not be required to report to school earlier than 20 minutes prior to the start of students' day nor shall they be required to remain more than 20 minutes after the close of the students' class day. This regulation will be applicable except on days of scheduled faculty or professional meetings. On Fridays and prior to holidays, teachers may leave fifteen (15) minutes after the close of school.
4.
  - a. Building based teachers may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings, no more than three (3) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no longer than (45) forty-five minutes unless extended by mutual agreement. The frequency of these meetings may be changed by mutual agreement between the teachers and the administration. An agenda for regularly scheduled faculty meetings shall be posted three (3) days prior to the meeting.
  - b. An association representative may speak to the teachers at any meeting referred to in paragraph a. Above for at least ten (10) minutes at the request of the representative.
  - c. The notice for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting together with an agenda, except in an emergency.
5. In no event will teachers be scheduled for professional duties on Saturdays, Sundays, or holidays unless by mutual agreement between the Committee and and the Association.
6. Probationary teachers, during their first two years in the system shall not be assigned a student-teacher or a practicum student.
7. The impact of teachers taking currently assigned duties is reflected in schedule A. The impact of change in working conditions due to any future assignment Of duties will be settled pursuant to the requirements of 26 M.R.S.A. § 965.

8. Each employee covered by the Comprehensive Contract shall have a duty free lunch period. The employee's lunch will be equal in duration to that of the students' lunch period, excluding recess time, in the building the employee works. If it is not possible to schedule a duty free lunch period for an employee covered by the Comprehensive Contract who has lunch duty, that employee will not be required to report to school prior to the beginning of the regular school day on the day of lunch duty.
9. Teachers will not be required to supervise students prior to the start of the students' day or during the (20) minutes after school period used for educational activities and professional help, except a maximum of two teachers per building may be assigned supervisory duties during the (20) minutes prior to the start of the Student's day.

#### ARTICLE IX CONVENTIONS

Teachers may select one of the following alternatives relative to usage of time for the Washington County Teacher's Convention.

- A. Attend convention at own expense
- B. Work at school under direction of Principal
- C. Be absent without pay

#### ARTICLE X STATEMENT OF PHYSICAL/MENTAL FITNESS

At the request of the Committee, teachers shall provide a statement of physical/mental fitness and furnish the Superintendent with a copy of the report.  
Cost of said examination will be paid by the Committee.

#### ARTICLE XI NON-TEACHING DUTIES

Teachers will not be required to drive students to school activities.  
Teachers may volunteer to drive students to activities, but only in accordance with Board policy.

#### ARTICLE XII PROMOTION PROCEDURES

Promotional positions defined: A position considered promotional as used in this section shall mean any position which pays a salary differential and/or involves in additional or higher level of responsibility. All vacancies in promotional positions including specialists and/or special project teachers, pupil personnel workers, and

PROMOTION PROCEDURES (continued)

positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

1. When school is in session all staff members will be notified of vacancies in writing as far in advance as practicable, ordinarily at least thirty(30) calendars days prior to the final date for submission of applications. Teachers who desire to apply for such vacancies shall file their complete application in accordance with the closing date specified for making application.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not in regular session shall submit their names to the Superintendent, together with the position for which they desire to apply, and an address where they can be reached during the summer. Notice of such vacancies shall be sent at least fifteen (15) calendar days prior to the closing date for applications. Where possible, notice of promotional position vacancies occurring during this period will be sent to all staff members with their regular summer pay. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until after closing date for application. The Committee agrees to give due consideration to the professional background, attainments, and other factors relating to an applicant and/or the position. Each teacher applicant not selected shall receive written notice that they have not been selected within ten (10) calendar days of an appointment.

### ARTICLE XIII REDUCTION IN FORCE

Where required by diminishing enrollment and/or lack of financial resources, termination of positions may be affected.

#### 1. Seniority

- a. At or about the beginning of each year the Committee shall establish a seniority list, indicating thereon the seniority by impact area of each employee covered by this agreement. This list will also include areas of certification. Seniority shall be based upon the most recent date of employment in Calais and shall be maintained only through uninterrupted/continuous employment including authorized leaves of absence. The date of employment shall be the date of hire by the school board as an employee covered by this bargaining unit. In the event that two or more employees in a given impact area have the same date of employment in Calais, the employee with the greatest amount of total teaching experience shall be considered the most senior.

A copy of the aforesaid list, once established, shall be distributed to each employee.

- b. Teachers who accept or have accepted assignments in another impact area shall maintain their seniority in their former impact area for a period of three years.

#### REDUCTION IN FORCE (continued)

#### 2. Impact Areas

- a. K-4: Kindergarten (K) through grade four (4);

- b. 5-8: Grade five (5) through grade eight (8);
- c. By Departments: Grade nine (9) through grade twelve (12);
- d. Specialty Subjects: Kindergarten (K) through grade twelve (12) by specialty areas.

### 3. Layoff

- a. When the Committee has determined a reduction in force has become necessary, the teacher with the least seniority in the specific impact area affected shall be the teacher laid off.
- b. A teacher laid off shall have the right to any position in their impact area held by a less senior person, provided he/she is certified for the position at the time of the reduction in force.
- c. Whenever seniority is determined to be equal the following qualifications will decide the most senior person: certificate, performance evaluations, training, and experience in the position to be filled and overall contribution to the program.
- d. Teachers losing their position through elimination of the position and who are not reassigned or employed as specified above shall be granted, upon request, a written statement from the Superintendent stating the reason or reasons for refusal to reassign or re-employ.
- e. Teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than three (3) days of leave with pay for the purpose of seeking alternative employment. Such leave shall be considered as "business", and any employee so terminated who has less than three (3) days of "business" leave accumulated when notified by the Superintendent of the termination shall be granted additional personal leave days to make a total of three (3) days available.

### 4. Recall

- a. Any teacher laid off pursuant to this Article shall have the right of first consideration for recall for a period of eighteen (18) months from the effective date of his or her lay off or September 30th of the school year following the school year in which the eighteen (18) month period expires, for any available position for which he or she is qualified as defined in paragraph 3. c. provided that the teacher has notified the Superintendent's Office of his/her current address to which written notification of such available position shall be mailed. Any teacher refusing an offer of recall to a full-time position shall, by doing, waive any further right to recall

### REDUCTION IN FORCE (continued)

pursuant to this Article. Refusal of any offer of a less than fulltime position shall not affect the teacher's right of recall.

- b. Should such re-employment occur as a result of recall to a position with the Calais School Department, all benefits shall be continued as though the teacher was continuously employed.

#### ARTICLE XIV SEPARABILITY AND SAVINGS CLAUSE

In the event any of the provisions contained in this agreement are found to be contrary to any applicable provisions of law or State Statute, such provisions of law or Statute shall control and the remaining provisions in this agreement shall not be affected thereby. In the event any provision of the contract is held to be invalid by a court of competent jurisdiction or any provision of this agreement is invalidated by State Statute, then the parties shall meet within ten (10) days to renegotiate such provision, unless mutual agreement is reached to renegotiate such provision at a date to be determined by both parties.

#### ARTICLE XV PERSONNEL/PERSONAL FILES

The Superintendent shall allow any teacher to review his or her personnel file at any time mutually convenient. The Superintendent shall be liberal in allowing teacher access to their files. If, upon review of the file, the teacher finds any record of administrative action to which he or she objects, the teacher may request its removal from the file. Should the Superintendent agree, the record of said action shall be removed and given the teacher. This article applies to administrative actions which are finalized and which have not been grieved by the teacher. (This article shall not be subject to the grievance procedure.)

#### ARTICLE XVI RETIRED TEACHERS

Nothing in this article shall be construed to deny reemployment, or to reduce seniority placement or compensation of a rehired teacher who has been rehired or has otherwise taken steps to return to work during the term of the 2003-2005 Comprehensive Contract.

#### ARTICLE XVII 120 DAY NOTICE

The Calais Education Association hereby gives written notice of its intent to negotiate matters requiring appropriation of money for a 2010-2011 contract pursuant to 26 M.R.S.A. § 965, 1.E

#### ARTICLE XVIII DURATION OF AGREEMENT

This agreement shall be in effect from **September 1, 2008** and continue in effect through **August 31, 2010**, subject to the Association's right to negotiate over a successor agreement as provided in Maine Public Employees Labor Relations Act, revised 1973, Title 26, Chapter 9A. The Committee agrees to recognize all employees covered by this contract as the bargaining unit for the purpose of negotiating a successor agreement. The parties agree to all negotiable items that have been discussed during the negotiations leading to this agreement. However, should a mutually acceptable amendment and/or modification to this agreement be negotiated by the parties, it shall be reduced to writing, signed by the Committee and Association and be adopted by the Committee and by the Association.

This agreement shall be in force and effect subject to the ratification by a majority vote of the Association and the Committee.

In witness whereof the parties hereto have caused this instrument to be signed by their respective representatives and attested by their respective secretaries on the day and year written below.

This 15<sup>th</sup> day of October, 2008.

Association

Russ M. Chaffey  
Its President

Sandra Sawyer  
Its Secretary

Board

Morgan A. Shenard  
Its Chairman

James C. Greenwood  
Its Secretary

**SCHEDULE A**  
**2008-2009**

<b>Step</b>	<b>BS</b>	<b>BS+ 15</b>	<b>MS</b>	<b>MS+15</b>
0	27,305	28,669	30,035	31,400
1	28,669	30,035	31,400	32,766
2	30,035	31,400	32,766	34,130
3	31,400	32,766	34,130	35,496
4	32,766	34,130	35,496	36,861
5	34,130	35,496	36,861	38,227
6	35,496	36,861	38,227	39,591
7	36,861	38,227	39,591	40,957
8	38,227	39,591	40,957	42,322
9	39,591	40,957	42,322	43,687
10	40,957	42,322	43,687	45,052
11	42,322	43,687	45,052	46,417
12	43,687	45,052	46,417	47,783
13	45,052	46,417	47,783	49,148
14	46,417	47,783	49,148	50,513
15	47,783	49,148	50,513	51,878
16	49,148	50,513	51,878	53,244
20	50,513	51,878	53,244	54,609
25	51,878	53,244	54,609	55,973
30	53,244	54,609	55,973	57,339



**SCHEDULE A**  
**2009-2010**

<b>Step</b>	<b>BS</b>	<b>BS+ 15</b>	<b>MS</b>	<b>MS+15</b>
0	27,851	29,243	30,636	32,028
1	29,243	30,636	32,028	33,421
2	30,636	32,028	33,421	34,813
3	32,028	33,421	34,813	36,206
4	33,421	34,813	36,206	37,598
5	34,813	36,206	37,598	38,991
6	36,206	37,598	38,991	40,383
7	37,598	38,991	40,383	41,776
8	38,991	40,383	41,776	43,168
9	40,383	41,776	43,168	44,560
10	41,776	43,168	44,560	45,953
11	43,168	44,560	45,953	47,345
12	44,560	45,953	47,345	48,738
13	45,953	47,345	48,739	50,131
14	47,345	48,739	50,131	51,524
15	48,739	50,131	51,524	52,916
16	50,131	51,524	52,916	54,309
20	51,524	52,916	54,309	55,701
25	52,916	54,309	55,701	57,093
30	54,309	55,701	57,093	58,486

AGREEMENT

between the

CALAIS SCHOOL COMMITTEE

and

CALAIS EDUCATION ASSOCIATION/MTA/NEA

CALAIS SUPPORT UNIT II

July 1, 2008 - June 30, 2010

## PREAMBLE

This Agreement entered into by the Calais School Committee, hereinafter referred to as the Employer, and the Calais Education Association/MTA/NEA, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the employer and the Association, establishment of mutual rights pursuant to the provisions of the Municipal Public Employees Labor Relations (Chapter 9-A, Title 26, MRSA); the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote effective school operations.

## ARTICLE I - Recognition

A. The Calais School Committee recognizes the Calais Education Association/MTA/NEA as the sole and exclusive bargaining agent for the Calais support Unit consisting of secretaries (including the secretary to the guidance counselor but excluding the executive secretary in the Superintendent's Office), aides (including clerk/receptionist), study hall monitors, attendance clerk (aide) and education technicians.

B. The term "employees" when used in the Agreement refers to all members of the bargaining unit.

C. The term "secretary", "education technician" study hall monitor" or "attendance clerk" when used in this Agreement refers only to employees in the specific job classification so designated.

## ARTICLE II - NON-DISCRIMINATION

The Employer and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, domicile, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color,

religion, sex, national origin, age, marital status, domicile, or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

Employees covered by this Agreement shall have the right to voluntarily join the Association or to voluntarily refrain from doing so. No employee shall be favored or discriminated against by either the Employer or the Association because of his/her membership or non-membership in the Association.

### ARTICLE III - GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the welfare of terms and conditions of employment of the employees in this bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### B. Definitions

1. A "grievance" for the purpose of this contract shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning, interpretation, or equitable application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim within the jurisdiction of the bargaining unit or a representative of the Association.

3. "Days" shall mean working school days during the school year and Monday through Friday excluding legal holidays during vacation periods.

4. "Employee" shall mean members of this bargaining unit employed by the Calais School Committee.

#### C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

#### D. Informal Procedure

1. If any employee feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problems informally.

2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Association Representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

#### E. Formal Procedure

##### 1. Level One - School Principal/Immediate Supervisor

a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance in writing to his/her principal or immediate supervisor on the prescribed form (a copy of which is attached hereto as Appendix A).

b. The principal/supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the President of the Association.

##### 2. Level Two - Superintendent of Schools

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, or within eight (8) days after his/her written grievance with the Superintendent of Schools.

b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and his/her representatives for the purpose of resolving the grievance. A full record of such meeting shall be kept by the Superintendent and made available to any party of interest upon written request.

c. The Superintendent shall, within five (5) days after the meeting, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

### 3. Level Three - School Committee

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within eight (8) days after the hearing, file the grievance with the Chairperson of the School Committee with a copy to the Superintendent of Schools.

b. The Committee shall, with ten (10) days after receipt of the appeal, meet with the aggrieved person and his/her representatives for the purpose of reviewing the grievance.

c. In the event that the grievance proceeds to the School Committee hearing level, and in the event this hearing is held during a regular School Committee meeting, the Association may request that such hearing be placed first on the School Committee meeting agenda and may request that such hearing be held in executive session. In the event that either or both requests are made, they shall be honored.

d. The Committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

### 4. Level Four - Impartial Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, or within eight (8) days after the committee meeting, request in writing to the President

of the Association that his/her grievance be submitted to arbitration.

b. If the Association recommends such action, it shall within ten (10) days after receipt of such request submit the grievance to arbitration by so notifying the School Committee in writing.

c. If the Committee determines that at this level a grievance should proceed to arbitration, it may notify the Association in writing of its intent to have the grievance arbitrated.

d. The Chairperson of the Committee or designee and the President of the Association or designee shall, within seven (7) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person or recognized competence. If the parties are unable to agree upon an arbitrator within seven (7) days, the American Arbitration Association shall immediately be called upon to invoke its selection procedures.

e. An arbitrator shall have no authority to add to, subtract from or modify the collective bargaining agreement.

f. The decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding on the parties.

g. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

h. If either party requires outside witnesses or outside counsel that party shall be responsible for the costs incurred for such services.

#### F. Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon the professional services of the Maine Teachers Association for consultation and assistance at any stage of the procedure.

#### G. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such grievances through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. All meetings and hearings under this procedure shall be conducted in executive session unless mutually agreed otherwise except as indicated in E. 3. (c) of this Article and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

#### ARTICLE IV - EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or dismissed without just cause.

B. Whenever an employee is required to meet with an administrator, the Committee or any member thereof concerning any matter which could adversely affect his or her employment status, salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and or represent him or her during such meeting. Any suspension of an employee pending charges shall be with pay.

C. The Superintendent or his secretary shall, upon written request from any employee provide said employee or his or her authorized representative an opportunity to review his or her personnel file within 48 hours. Such reviews shall take place at the location where the personnel files are maintained and during normal office hours. An employee shall have the right to have a representative of the Association assist in such a review. If, upon review of the file, the employee finds any record of administrative action to which he or she object, the employee may request its removal from the file. Should the Superintendent agree, the record of said action shall be removed and given to the employee. (This article shall not be subject to the



grievance procedure.) Employees shall have the right, upon request, to receive copies at Committee expense of any documents contained in their personnel files.

D. At least once every two (2) years, the employee shall have the right to indicate those documents and/or other materials, including adverse evaluations, in his or her files, which he or she believes to be obsolete or otherwise inappropriate to retain. Said documents shall also be reviewed by the Superintendent, and those documents which are obsolete or otherwise inappropriate to retain shall be removed from the file and destroyed by joint agreement.

E. Whenever any complaint against an employee is entertained by the Calais School Committee, such complaint will be heard in executive session unless the employee against who the complaint is registered request otherwise. Complaints will not be entertained until the employee has been informed in writing as to the specific nature of the complaint and the name(s) of the complainant(s). Such notification shall be received by the employee at least one (1) week prior to being entertained by the School Committee. Any complainant(s) wishing to register a complaint shall be required to give due and proper notice to the School Committee Chairperson or the Superintendent in order to have their name(s) placed on the School Committee meeting agenda and in order that the employee may be appropriately notified. No complaints will be entertained from the floor without prior notice.

#### ARTICLE V - MANAGEMENT RIGHTS

A. Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees, are vested exclusively in the School Committee of the Calais School System. The Committee retains all rights and powers that it has or may hereafter be granted by law.

B. The Association recognizes that except as specifically amended by the terms of this Agreement, the Board retains all functions, powers, duties, or authority vested in it by the applicable laws of the State of Maine or governmental agencies.

#### Article VI - Association Rights

A. The Association shall be permitted to transact official Association business on school property during hours when school is not in session in the building so used, with prior notification to the building principal.

B. The Superintendent shall provide the Association President and each faculty representative a copy of all School Committee agendas with attachments and minutes of all School Committee meetings at the same time that agendas and minutes are sent to Committee members. In the event the Committee calls an emergency meeting, the President of the Association shall be notified at the same time and in the same manner as Committee members.

C. The School Committee shall provide the Association at least one (1) copy of its School Committee Policy Handbook and shall provide the Association President with a copy of any additions, deletions, or alterations of said Policy Handbook once they are reduced to writing.

D. The School Committee agrees to furnish to the Association or its representatives in response to reasonable requests all information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, census data, names and addresses of all employees, and such other information that shall assist the Association in developing intelligent, accurate, and informed proposals on behalf of the employees, together with information which may be necessary for the Association to process any grievance. Any material so requested will be furnished within ten (10) days of the request.

E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibited practice hearings or any hearings before the Maine Labor Relations Board, he or she shall suffer no loss in pay.

F. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall reimburse the Committee for the reasonable cost of all materials and supplies incident to such use. When equipment use has to be prioritized, the determination of the priority shall be made by the building principal.

G. The Association shall have the right to utilize employee mailboxes for the distribution of written communications to its members. Further, the Association shall be permitted to post notices, announcements, and information leaflets on the bulletin

boards serving employees in each school.

#### ARTICLE VII - PROBATIONARY PERIOD

All employees shall serve a probationary period of one (1) work year during which time they may be discharged if in the opinion of the employer the employee is not well suited to the job, and such discharge shall not be subject to grievance arbitration.

#### ARTICLE VIII- WORK SCHEDULES

##### A. Education Technician/Rehabilitative Assistant

1. The Work year for Ed Tech(s)/Rehabilitative Assistant(s) shall be at least 180 days per year to coincide with the school year.

2. The work week shall be at least six (6) hours per day or thirty (30) hours per week except that the aide for handicapped children shall have a normal work day of seven (7) hours and work week of thirty-five (35) hours.

3. Included in the normal work day is one-half (1/2) hour duty-free lunch period daily during which the aide may leave the premises.

4. Any hours worked by Ed Tech(s)/Rehabilitative Assistant(s) in excess of the normal work schedule shall be compensated at the regular hourly rate of pay for that Ed Tech/Rehabilitative Assistant, except that any hours worked in excess of eight (8) daily or forty (40) weekly will be compensated at 1 1/2 times the regular hourly rate for that employee.

5. An Ed Tech/Rehabilitative Assistant may elect to be compensated for hours worked in excess of the normal daily or weekly schedule by taking compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for each excessive hour worked.

6. The work schedule of an RA (Rehabilitative Assistant) may be altered as stated above to conform to the students needs as identified in that students IEP.

7. Ed Tech(s)/Rehabilitative Assistant(s) hired after June 30, 2002 and working less than the times listed in sections (1) and (2) above will receive benefits pro rated for time worked.

B. Secretaries

1. The work year for secretaries shall be as follows:

- (a) High School secretary(s) - 52 weeks @ 40 hours per week
- (b) Elementary School secretary(s) - at least 42 weeks @ 40 hours per week
- (c) Special Education secretary(s) - at least 46 weeks @ 30 hours per week

2. Secretary(s) hired after June 30, 2002 and working less than the times listed in sections (a), (b) and (c) above will receive benefits pro rated for time worked.

C. Workshop Days

All employees covered by the Agreement will be expected to work on those calendar days normally considered teacher workshop days and will be paid accordingly.

D. Storm Days

1. If an employee has arrived at the work site prior to notification that school has, for some reason been canceled, he or she will be paid for any hours worked during any portion of the day. In any event, the employee on such occasion will receive a minimum of one hours pay.

2. It is understood that employees will make reasonable effort to become informed as to whether school will be open or closed through attention to the local media and the normal routing of communication on such days.

3. In the event an employee arrives at the work site and cannot enter the building, he or she will promptly notify the immediate supervisor to verify having reported to work.

E. Retirement Benefits

1. Employees shall receive payment at the employee's per diem rate of pay for thirty (30) days of accumulated sick leave upon retirement. Employment eligibility is to be twenty five (25) or more years working in the Calais School System, provided the employee signifies intent to retire by April 1 prior to the final school year of employment. The retirement amounts will be included in the employee's last years wages as determined by the contract and paid in his/her regular pays.

## ARTICLE IX - HOLIDAY AND VACATION SCHEDULE

### A. Holidays

1. The following days shall be paid holidays as indicated:

Labor Day*	Washington's Birthday
Veteran's Day	Christmas Day
Columbus Day	New Years Day
Thanksgiving Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Patriot's Day
Memorial Day	Independence Day*

\*Provided this holiday falls within the employees work year.

2. In the event an employee is required to work on any of the above holidays or a weekend, the compensation for such work will be at the rate of one and one-half (1 1/2) times the normal hourly rate of pay for that employee.

### B. Vacation Schedule

School Years Employed	Vacation
After 1 year continuous service	one (1) week
After 3 years of continuous service	two (2) weeks
After 7 years of continuous service	three (3) weeks
After 12 years of continuous service	four (4) weeks
Secretaries after 25 years continuous service	five (5) weeks

2. Secretaries, with the prior permission of their supervisor, may schedule vacation time at any time during the calendar year, except that if such vacation is to be scheduled during normal school days, the secretary will notify his or her immediate supervisor at least two (2) weeks in advance of when the vacation is to begin and receive express approval in writing, before taking the vacation.

3. Ed Tech(s)/Rehabilitative Assistant(s) must take their vacation during regular school vacations or immediately after school closes.

4. Vacations for employees working less than 48 weeks will be in addition to time worked. Vacations for employees working more than 48 weeks will be included in time worked.

5. Employees hired after June 30, 2002 must work a minimum of 200 (two hundred) days to receive vacation day(s)

per schedule. Paid holidays will be considered as time worked.

## ARTICLE X - LEAVES

### A. Sick Leave

1. All employees shall receive twelve (12) days sick leave per year at the beginning of the school year. Sick leave shall accumulate to one hundred twenty (120) days.
2. On or about the beginning of each school year the Committee shall provide each employee with a statement indicating his or her amount of sick leave accrued to date.
3. Sick leave may be used for employee illness or injury or for illness occurring within the employee's immediate family (defined as parents, spouse and children), which necessitates the employee being absent from work.

### B. Bereavement Leave

1. All employees shall be entitled to up to three (3) days of paid leave to be used in the event of a death in the immediate family. For the purpose of this section, immediate family shall include: spouse, children, parents, grandparents, brother or sister, parent-in-law, brother-in-law, children of brothers and sisters, foster parents, and foster children. The Superintendent shall grant bereavement leave upon determining that the death of a person whose relationship with the employee is such that it so closely imitates the immediate family - relationships here listed as to be undistinguishable from them.
2. Additional days for bereavement may be granted at the discretion of the Committee.
3. Bereavement leave shall not be deducted from the employee's accumulated sick leave.

### C. Maternity Leave

An employee may use sick leave for the duration of any disability or recuperation period relating to pregnancy, childbirth, false pregnancy or termination of pregnancy.

### D. Personal Leave

1. Each employee shall be entitled to two (2) days of paid leave per year accumulative to three (3) days per year to be used

for personal matters.

2. It is understood such days will not be used for holiday or recreational purposes.

3. Personal leave shall not be deducted from the employee's accumulated sick leave.

4. The Committee shall, on or about the beginning of each school year, provide each employee with a statement indicating his or her amount of personal leave accrued to date.

#### E. Jury Duty

The Committee will grant each employee time off for jury duty and will pay the employee any difference resulting in a deficit between the employee's jury pay and the employee's regular pay for each week involved.

#### F. Other Extended Leave

An employee may be granted a leave of absence without pay by the Committee but for a period no greater than one (1) year. Failure of an employee to return to work at the expiration of the leave of absence without having arranged for an extension will be deemed as a resignation from service.

#### G. Chaperoning Trips

Any employee requested by the School Administration to go on field trips or band trips will be paid his/her regular per day pay for each day worked.

### ARTICLE XI - SEPARATION OF EMPLOYMENT

A. Upon separation from employment, the employer shall pay all money due to the employee including accrued vacation pay if any, on the day of separation if that is a pay day. If the day of separation is not a pay day then final money due shall be paid on the next regular pay day.

B. Whenever any employee covered by the Agreement decides to leave the employ of the Employer, he must notify the Superintendent in writing at least ten (10) working days prior to the date when he intends to stop work unless mutually agreed otherwise between the parties.

## ARTICLE XII - INSURANCES

### A. Health Insurance

1. The Committee shall provide up to a single coverage to and pay 86% of the additional cost for coverage to which the employee qualifies (adult w/children, 2 adults or full family) under MEA Blue Cross/Blue Shield UCR/ coverage of health insurance including major medical for all secretaries. The Committee shall provide for all secretary(s) hired after June 30, 2002 a single coverage in the named plan.

2. The Committee shall provide up to a single subscription of MTA Blue Cross/Blue Shield UCR coverage plus \$500 of health insurance including major medical coverage for all Ed Tech(s)/Rehabilitative Assistant(s). The Committee shall provide for all Ed Tech(s)/Rehabilitative Assistant(s) hired after June 30, 2002 a single coverage in the named plan.

3. Insurance coverage will be for twelve months of each year.

### B. Bonding

The School Committee will provide a bond which will cover any losses resulting from losses, deficits, or thefts of any monies or funds belonging to the School Committee or to any class or organization of students for which the employee has been required to receive funds.

## ARTICLE XIII - MILEAGE

Any employee who uses a privately owned vehicle in carrying out his or her duties shall be reimbursed for all miles driven in carrying out such duties at the rate of twenty cents (.20) per mile.

## ARTICLE XIV - ADMINISTRATION

A. No employee will administer medication of any kind to any student except at the written request of a student's parents or legal guardian.

B. The School Committee agrees that it will hold and save harmless and indemnify any employee against any claim, demand, suit and payment that arises out of the administering of any



medication, injection or first aide procedure to a student in his or her jurisdiction in accordance with A. above.

C. The Administration as agents of the School Committee will notify all employees in writing of all students to its knowledge that have serious allergies or medical disabilities as of the first day of school or the day the child is assigned to a classroom.

#### ARTICLE XV - EMPLOYEE EVALUATIONS

A. Employee evaluations will be conducted by supervisory personnel and will be conducted openly and with the knowledge of the employee.

B. The employee will be evaluated at least once annually.

C. At the beginning of the school year the employee will receive a copy of the evaluation criteria to be used.

D. The employee will be given a copy of any written evaluation made by his or her supervisor prior to its being included in his or her personnel file.

E. Should deficiencies exist in the work performance of any employee, the supervisor shall provide the employee with specific, reasonable recommendations for improvement.

F. No material relating to an employee's job performance shall be placed in the employee's personnel file unless the employee has had the opportunity to review it. The employee shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

G. An employee shall have the right to attach written rebuttal to any subjective material, including evaluations and complaints, being placed in the file.

H. Any complaint made against any employee by a parent, student or other person which may be used in any manner in evaluating the employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. If the complaint is withdrawn no records of any kind shall exist, and the matter shall not be used in any manner as an evaluation or in

any future consideration by the Committee in reference to the employment of the employee. If the complaint is not withdrawn by the complaining party and the subsequent investigation shows the complaint lacks merit, the investigation and complaint shall be attached and clearly indicate the complaint lacked merit. In such cases, the complaint shall not be used as an evaluation of the employee and shall not be used by the Committee in any consideration concerning the employment of the employee.

I. Any violation of the procedure as set forth in this article is subject to the grievance procedures as set forth in this contract, however, the subjective content of any evaluation is not grievable. Whenever a dismissal for just cause is in contest, employee evaluations shall be judged as to their merits in any grievance proceeding.

#### ARTICLE XVI - PAYROLL AND DEDUCTIONS

##### A. Pay Period

1. The Committee shall pay the employees for services rendered in bi-weekly pay-checks due every other Wednesday. In the event that Wednesday is a holiday, every effort will be made to pay the employee on the last working day prior to the holiday.

2. The employee will be granted the service of directly depositing his or her paycheck to a bank of his or her choosing upon request.

##### B. Dues Deductions

1. The Committee agrees to deduct money for local, state and national association dues, in equal installments, from the wages of employees who individually and voluntarily authorize it to deduct and transmit said monies promptly to such associations.

2. The Association shall certify to the Committee in writing the current rate of state and national member dues. In the event the state and/or national association changes the rate of its membership dues, the local Association shall give the Committee and its membership written notice prior to the effective date of such change. The Association shall indemnify and hold harmless the Committee in making said deductions.

##### C. Other Deductions

The Committee agrees to make authorized deductions in equal installments from the employee's paycheck for the following, upon

request:

1. MTA Pre-paid Legal Dues
2. City of Calais property taxes (Employees will supply Central Office with amount to be deducted at the beginning of the school year.)
3. All medical insurance premiums
4. Life insurance premiums
5. Washington National insurance premiums
6. Tax-sheltered annuities

#### ARTICLE XVII - STAFF IMPROVEMENT

The Committee shall reimburse an employee for the cost of tuition, fees, and books for any course, workshop, or seminar which is required as a condition of continued employment or any course taken at the specific request of the Superintendent of Schools.

#### ARTICLE XVIII - TRANSFERS AND REASSIGNMENTS

A. No employee shall be involuntarily transferred or reassigned except for a legitimate business exigency.

B. When transfers or reassignments occur the employee shall be given at least one (1) week's notice of the new assignment, shall be notified of any new work location and/or supervisor, and change in assigned duties.

C. 1. Vacancies in positions covered by this Agreement will be posted on the bulletin board of each school at least ten (10) working days prior to any advertisement of the position in the local media.

2. Employees will be given first consideration for any position covered by this Agreement for which they apply.

D. Promotions, as used in this provision shall mean the advancement of any employee to a higher paying classification. Full consideration shall be given seniority in cases of promotion. In recognition, however, of the responsibility of management for the efficient operation of the school system, it is understood and agreed that in all cases of promotion the following factors shall be considered:

Job-related skills  
Performance evaluation  
Seniority

## Experience

### ARTICLE XIX - REDUCTION IN FORCE

A. When reduction in force becomes necessary the force shall be reduced by impact areas affected.

Impact areas are as follows:

1. Secretaries, including secretary to the guidance counselor
2. Aides (excluding physical education aide), study hall monitors, clerk/receptionist
3. Physical Education Aide

B. All reductions shall be made within each impact area by seniority. The employee with the least seniority within the impacted area shall be the employee to be laid off.

C.1. Seniority is defined as length of continuous service, excluding leaves and periods of layoff, from initial date of employment with the leaves and periods of layoff, from initial date of employment with the Calais School Department.

2. At or about the beginning of each school year the Committee shall provide each employee with a seniority list indicating thereon the seniority of each employee by impact area.

3. An employee who changes impact areas during his or her employ shall retain bumping rights within the former impact area for a period of three (3) years following transfer.

D. In the event an employee is to be laid off, he or she will receive at least thirty (30) days notice or one (1) month's pay.

E. Any employee laid off pursuant to this Article shall be recalled in order of seniority to any position which becomes available within his or her impact area for a period of eighteen (18) months following the effective date of the lay off.

F. Any employee laid off pursuant to this Article shall be recalled in order of seniority to any position which becomes available in another impact area for which he or she is qualified for a period of eighteen (18) months following the effective date of lay off.

G. Any employee laid off pursuant to this Article shall be

granted one (1) day of paid leave for the purpose of securing employment elsewhere.

ARTICLE XX - SALARIES

- A. The salaries for employees covered by this Agreement shall be as follows for 2008-2010.

2% INCREASE  
SALARY SCHEDULE  
2008-2009

	Ed Tech I/ RA Level I	Ed Tech III/ RA Level II	Secretaries
0-2 yrs.	9.50	10.12	10.74
2-5yrs.	10.12	10.74	11.34
5-10 yrs.	10.74	11.34	11.96
10+yrs.	11.34	11.96	12.59
15+yrs.	11.96	12.59	13.20
20+yrs.	12.59	13.21	13.80
30+yrs.	13.20	13.80	14.42

2% INCREASE  
SALARY SCHEDULE  
2009-2010

	Ed Tech I/ RA Level I	Ed Tech III/ RA Level II	Secretaries
0-2 yrs.	9.69	10.32	10.95
2-5 yrs.	10.32	10.95	11.57
5-10 yrs.	10.95	11.57	12.20
10+ yrs.	11.57	12.20	12.84
15+ yrs.	12.20	12.84	13.46
20+ yrs.	12.84	13.46	14.08
30+ yrs.	13.46	14.08	14.71

## Section B

1. Salary raise and increments shall be effective as of July 1st for all secretaries and as of the initial date of hire for other employees.
2. Years shall be defined as work years for that employee.
3. When hired RA(s) will be placed on Level I of the salary schedule and moved to Level II when the required training/certification is completed. The committee will provide needed training in a reasonable time frame.

## ARTICLE XXI - SCOPE AND SEPARABILITY OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which they believe to be subject to collective bargaining.

If any provisions of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The employer and the Association agree to meet and negotiate a replacement clause for the invalidated provision within thirty (30) days of the declaration of invalidity of such clause.

The Parties agree that both sides may mutually agree to reopen this Agreement.

## ARTICLE XXII - NO STRIKE, NO LOCK-OUT

The Association, its representatives, members and the employees in the bargaining unit agree that they will not instigate, promote or engage in any strike, work stoppage, or slowdown. In the event that any such persons engage in such activity, the Association shall attempt to promptly notify those engaged to cease and desist from such activities and to return to their regular duties, and provide a copy of the notification to the Employer.

ARTICLE XXIII - 120 DAY NOTICE

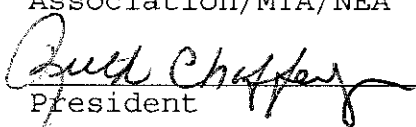
The Calais Education Association hereby gives written notice of its intent to negotiate matters requiring appropriation of money for a 2007-2008 contract pursuant to 26 M.R.S.A. sub-section 965, 1.E.

ARTICLE XXIV - DURATION OF AGREEMENT

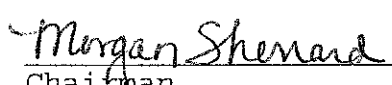
This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

In Witness Whereof, the parties have caused this agreement to be executed on this 15<sup>th</sup> day of October, 2008.

For the Calais Education  
Association/MTA/NEA

  
President

For the Calais School  
Committee

  
Chairman

APPENDIX A - GRIEVANCE FORM FOR  
CALAIS SUPPORT UNIT

1. AGGRIEVED PERSON (S) \_\_\_\_\_
2. POSITION \_\_\_\_\_
3. CONTRACT PROVISION(S) INVOLVED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. TIME, DATE, PLACE OF OCCURENCE \_\_\_\_\_  
\_\_\_\_\_
5. STATEMENT OF THE GRIEVANCE (include events and conditions of  
the grievances and persons responsible)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. REMEDY SOUGHT \_\_\_\_\_  
\_\_\_\_\_
7. SIGNATURE AND DATE \_\_\_\_\_
8. RESPONSE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
POSITION



AGREEMENT  
BETWEEN  
THE CALAIS SCHOOL COMMITTEE

AND

TEAMSTERS UNION LOCAL 340  
Affiliated with the International Brotherhood of Teamsters

FOR THE

CALAIS SUPPORT UNIT III

JULY 1, 2006 – JUNE 30, 2009

## Preamble

This agreement entered into by the Calais School Committee hereinafter referred to as the employer, and the Calais Support Unit III of the Teamsters Union Local 340 hereinafter referred to as the Union, has at its purpose the promotion of harmonious relations between the employer and the Union, establishment of mutual rights pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26 MRSA); the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote effective school operations.

## Article 1 – Recognition

- A. The employer recognizes the Union as the sole and exclusive bargaining agent for the Calais Support Unit III consisting of all maintenance/custodial and employees in the employ of the Employer.
- B. The Term “Employees when used in this agreement refers to all members of the bargaining unit as defined above.
- C. Employees who work less than full time shall receive pro-rated benefits (based upon 40 hours per week) based upon time worked compared to full time (30 or more hours per week). For the determination of benefits only, full time shall mean thirty (30) or more hours per week.

## Article 2 – Non-Discrimination

Section 1 – The employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin, age, marital status, domicile or condition or handicap, except where based on a bona fide occupational qualification.

Section 2 – The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

Section 3 – Employees covered by this agreement shall have the right to voluntarily join the union or to voluntarily refrain from doing so. No employee shall be favored or discriminated against by either the Employer or the Union because of his her membership or non-membership in the Union.

## **Article 3- Grievance Procedure**

### **Purpose**

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the welfare of terms and conditions of employment at the employees in this bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any member of the administration and having the grievance adjusted without intervention of the union provided the adjustment is not inconsistent with the terms of the agreement and that the Union has been given the opportunity to be present at such adjustment and to state its view.

### **Definitions**

A "Grievance" for the purpose of this contract shall be defined as any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning, interpretation or equitable application of any of the provisions of this agreement.

An "Aggrieved Person" is the person or persons making the claim within the jurisdiction of the bargaining unit or a representative of the Union.

"Days" shall mean working school days during the school year and Monday through Friday excluding legal holidays during vacation periods.

"Employee" shall mean members of the bargaining unit employed by the Calais School Committee.

### **Time Limits**

A grievance will be deemed waived unless submitted in writing within twenty (20) days after grievant first knew or should have known of the events or conditions constituting the alleged grievance. The time limits specified may, however, be extended by mutual agreement

### **Informal Procedure**

If an employee feels that he/she may have a grievance he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

If the employee is not satisfied with such disposition of the matter he/she shall have the right to have the Steward assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

#### Formal Procedure

**Level One Principal-** If the aggrieved person is not satisfied with the outcome of informal procedures, then he/she may present his/her claim as a formal grievance in writing to his/her principal or immediate supervisor on the prescribed form.

The Principal shall within five (5) days after receipt of written grievance render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Steward.

**Level Two – Superintendent of Schools -** If the aggrieved person and the Union are not satisfied with the disposition of the grievance at Level One the Union may, within five (5) days of the decision, appeal in writing the grievance to the Superintendent of Schools.

The Superintendent shall, within thirteen (13) days after receipt of the grievance meet with the aggrieved persons and the Union for the purpose of resolving the grievance. A full record of such meeting shall be kept by the Superintendent and made available to any party in interest upon written request. A “Party In Interest” is the employee or employees making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

The Superintendent shall within five (5) days after the meeting render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union.

**Level Three – School Committee.** If the aggrieved person and the Union are not satisfied with the disposition of the grievance at level two, the Union may, within five (5) days after the decision, file the grievance with Chairperson of the School Committee with a copy to the Superintendent of Schools.

The Committee shall, within thirteen (13) days after receipt of the appeal, meet with the aggrieved person and the Union for the purpose of reviewing the grievance.

In the event that the grievance proceeds to the school committee hearing level and in the event this hearing is held during a regular school committee hearing the Union may request that such hearing be placed first on the school committee meeting agenda and may request that such hearing be held in executive session. In the event that either or both requests are made, they shall be honored.

The Committee shall, within five days after such meeting render its decision and the reasons therefore in writing to the aggrieved person with a copy to the Union.

**Level Four – Partial Arbitrator.** If the aggrieved person and the Union are not satisfied with the disposition of his/her grievance at Level three, he/she may within five days after the decision request in writing to the Union that his/her grievance be submitted to arbitration.

If the Union recommends such action it shall, within thirteen (13) days after receipt of such request submit the grievance to arbitration by so notifying the School Committee in writing.

The Chairperson of the Committee or designee and the Union or designee shall, within seven (7) days after such written notice jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within seven (7) days, the American Association shall immediately be called upon to invoke its selection procedures.

An Arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.

The decision of the arbitrator shall be submitted to the Committee and the Union and shall be final and binding on the parties.

The Costs for the services of the arbitrator shall be borne equally by the Committee and the Union.

If either party requires outside witnesses or outside counsel the party shall be responsible for the costs incurred for such services.

## **RIGHTS OF EMPLOYEES TO REPRESENTATION**

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

When an employee is not represented by the Union the Union shall have the right to be present and state its views at all stages of the procedure.

## **MISCELLANEOUS**

If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Union may process such grievances through the aggrieved person does not wish to do so.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants

All meetings and hearings under this procedure shall be conducted in executive session unless mutually agreed otherwise except as indicated in E.3 c of this Article and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the grievance procedure.

#### **Article 4 – Employee Rights**

No employee shall be disciplined, reprimanded, reduced in rank or compensation or dismissed without just cause.

Whenever an employee is required to meet with an administrator, the committee or any member thereof concerning any matter which could adversely affect his/her employment status, salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meetings and shall be entitled to have the steward or the Union present to advise and/or represent him/her during such meeting. Any suspension of an employee pending charges shall be with pay.

The Superintendent or his secretary shall upon written request from an employee provide said employee or his/her authorized representative an opportunity to review his/her personnel file within 48 hours. Such reviews shall take place at the location where the personnel files are maintained and during normal working hours. An employee shall have the right to have the Steward or Union assist in such a review. If upon review of the file the employee finds any record of administrative action to which he/she objects, the employee may request its removal from the file. Should the Superintendent agree, the record of such action shall be removed and given to the employee. This Article applies to administrative action which are finalized and which have not been grieved by the employee. (This section shall not be subject to the grievance procedure.) Employees shall have the right upon request to receive copies at Committee expense of any documents contained in their personnel files.

At least once every two years the employee shall have the right to indicate those documents and/or other materials including adverse evaluations, in his/her file which he she believes to be obsolete or otherwise inappropriate to retain shall be removed from the file and destroyed by joint agreement.

Whenever any complaint against an employee is entertained by the Calais School Committee such complaint shall be heard in executive session unless the employee against whom the complaint is registered requests otherwise. Complaints will not be entertained until the employee had been informed in writing as to the specific nature of the complaint and the names of the complainant wishing to register the complaint shall be required to give due and proper notice to the School Committee Chairperson or

Superintendent in order to have their names placed on the School Committee agenda and in order that the employee may be appropriately notified. No Complaints will be entertained from the floor without prior notice.

#### **Article 5 – Management Rights**

Except as expressly provided otherwise by this agreement the determination and administration of the school policy, the operation of the schools, and the direction of the employees, are vested exclusively in the school committee of the Calais School System. The committee retains all rights and powers that it has or may hereafter be granted by law.

The Union recognizes that except as specifically amended by the terms of this agreement, the board retains all functions, powers, duties or authority vested in it by the applicable laws of the State of Maine or governmental agencies.

#### **Article 6 – Union Rights**

The Union shall be allowed to transact official Union business on school property during hours when school is in session in the building so used, with prior notification to the building principal.

The Superintendent shall provide the Steward a copy of all school committee agendas with attachments and minutes of all school committee meetings at the same time that agendas and minutes are sent to committee members. In the event the committee calls an emergency meeting the steward shall be notified at the same time and in the same manner as committee members.

The School Committee shall provide the Union at least one copy of its school committee policy handbook and shall provide the steward with a copy of the additions, deletions, or alterations of said policy handbook once they are reduced to writing.

The school committee agrees to furnish to the Union or stewards in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits registered or certified personnel, tentative budgetary requirements and allocations, census data, names and addresses of all employees and other information that shall assist the Union in developing intelligent, accurate and informed proposals on behalf of the employees together with information which may be necessary for the Union to process any grievances. Any such material will be furnished within ten days of the request.

Whenever any steward or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibitive practice hearings, or any hearings before the Maine Labor Relations Board he/she shall suffer no loss in pay.

The Union shall have the right to use school facilities and equipment and all types of audio visual equipment including word processors, copiers, and calculators at reasonable times when such equipment is not otherwise in use. The Union shall reimburse the committee for the reasonable costs of all materials and supplies incident to such use. When equipment use has to be prioritized the determination of the priority shall be made by the building principal.

The Union shall have the right to utilize employee mailboxes for the distribution of written communications to its members. Further the Union shall be allowed to post notices, announcement and information leaflets on the bulletin boards serving employees in each school.

The committee recognizes the right of the Union to appoint steward and an alternate steward whose authority shall be limited by this contract.

#### **Article 7 – Probationary Period**

All employees shall serve a probationary period of six months however a six month extension may be granted if both parties agree. During this time they may be discharged if in the opinion of the employer the employee is not well suited to the job and such discharge shall not be subject to the grievance arbitration.

#### **Article 8 – Work Schedules**

##### **A. Maintenance/Custodial Employees**

Employees are directly responsible to the principal of the building where they work and/or designated custodial supervisor.

Employees shall be scheduled for forty hours per week year round, Monday through Friday for eight hours per day. All shifts but one shall be between 4:00 AM and 5:30PM.

##### **B. Overtime**

Should the Committee assign overtime, employees who work more than forty hours in any work week shall be compensated for such time over forty hours at one and one half times the base rate of pay.

##### **C. Extra Pay Salaries and Overtime**

1. Payment for non-school sponsored extra custodial service will be at time and one half.



2. Non Profit Charity Organizations from the City will be allowed to use school facilities without involving the custodians if the Principal/Supervisor finds it feasible.
3. Overtime will be on a rotating schedule as follows:
  - a. All personnel by rotation for non-driving activities
4. Overtime will be assigned in the order of seniority equally among the employees qualified and available to do the job. If overtime is refused it will be offered to the next senior person. If all employees refuse the overtime it will be assigned by the administration.
5. Call in time will be paid a minimum of two hours.
6. On all bus runs out of town meals will be reimbursed by a voucher up to \$8.00.
7. Any Employee may elect to be compensated for hours worked in excess of the normal daily or weekly schedule by taking compensatory time at the rate of one hour compensatory time for each excessive hour worked up to forty (40) hours weekly. Beyond forty (40) hours compensation will be at one and one half times the regular hourly rate with the agreement of building administration and superintendent.

#### **D. Shift Schedules**

1. Employees shall receive at least two weeks notice of any change in shift assignment.
2. Shifts and building assignments shall offered by seniority only
3. Shifts shall be structured so that there is always at least one custodian on duty during work days from 6:30AM-3:30 PM and from 6:30AM-3:00PM during the summer months.

#### **Article 9 – Holiday and Vacation Schedules**

Labor Day	Day After Christmas
Columbus Day	New Years Day
Veterans Day	Martin Luther King Jr Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Patriot's Day
Christmas Day	Memorial Day
Independence Day	

If a holiday falls on a Saturday, employees will have a holiday the day before. If a holiday falls on Sunday, employees will have a holiday the day after. This does not apply to Veteran's day.

If Christmas Day falls on a Saturday, employees will have a holiday the day before Christmas. If Christmas day falls on a Sunday the holiday will include the day after Christmas.

In the event an employee is required to work on any of the above holidays or a weekend, the compensation for such work shall be at the rate of one and one half times the normal hourly rate of pay for that employee.

#### B. Vacation Schedule

1. Years Employed	Vacation
After 1 year of continuous service	Two weeks
After 5 years of continuous service	Three weeks
After 10 years of continuous service	Four weeks
After 10 years of continuous service	Two floating holidays

NOTE For present employees on July 1, 1986 the work year will be figured from the initial day of hire to July 1 as the first year. Each additional year will begin on July 1.

All vacations are to be taken at a time mutually agreed upon between the employee and the Principal/Superintendent with a two-week notice. It is understood that the Superintendent may allow more than one custodian to be on vacation at any one time.

When two employees request the same vacation time preference will be given to the senior employee.

#### Article 10 – Leaves

##### A. Sick Leave

All employees shall receive 15 days sick leave per year at the beginning on the fiscal year. Sick leave shall accumulate to one hundred fifty days.

On or about the beginning of each fiscal year the committee shall provide each employee with a statement indicating his/her amount of sick leave accrued to date.

Sick leave may be used for employee illness or injury or for illness occurring within the employees immediate family which necessitates the employee being absent from work. For the purpose of this section, immediate family is defined as spouse, parents, children, step children, daughter or son in law, and those living in the immediate household.

##### B. Bereavement Leave

All Employees shall be entitled up to three (3) days of paid leave to be used in the event of a death in the immediate family. For the purpose of this section, immediate family shall include: spouse, children, step children, parents, grandparents, brother, or sister, parent in law, children of brothers and sisters, foster parents and foster children.

If a funeral is out of state, employees shall be entitled to one additional day of paid leave. Additional days for bereavement may be granted at the discretion of the committee.

Bereavement leave shall not be deducted from the employees accumulated sick leave.

#### C. Maternity Leave

Medical leave for disability resulting from pregnancy or childbirth shall be treated like any other disability or illness.

#### D. Personal Leave

Each employee shall be entitled to three days of paid leave per year to be used for personal matters.

The committee shall on or about the beginning of each year provide each employee with a statement indicating his or her personal leave accrued to date.

Employees shall be able to carry one (1) personal day into the next year cumulative not to exceed 4 days.

#### E. Jury Duty

The committee will grant each employee time off for jury duty and will pay the employee any difference resulting in a deficit between the employee's jury pay and the employee's regular pay for each week involved.

#### F. Other Extended Leaves

An employer may be granted a leave of absence without pay by the committee but for a period no greater than one (1) year. Failure of an employee to return to work at the conclusion of the leave will be deemed as resignation from service.

#### G. Chaperoning Trips

Any employee requested by the school administration to go on a field trip will be paid his/her regular payday for each day worked.

#### H. Family Medical Leave

An employee shall be eligible for Family Medical Leave in accordance with the requirements of the Family Medical Leave Act.

An employee shall be permitted to continue his/her medical insurance plan providing the employee remits his/her share of the monthly premium to the office of the superintendent of schools in accordance with FMLA guidelines.

All leave granted by the Committee under the provisions of this collective bargaining agreement which are for the purposes which are eligible under the Family Medical Leave Act, will be charged against an employee's FMLA entitlement.

#### **Article 11 – Mileage**

Any employee who uses a privately owned vehicle in carrying out his/her duties shall be reimbursed for all miles driven in carrying out such duties at the rate of thirty cents per mile.

#### **Article 12 – Employee Evaluations**

Employee evaluations shall be conducted by the designated supervisor and will be conducted openly and with the knowledge of the employee.

The employee will be evaluated in writing at least once annually.

The employee will receive a copy of their current job description.

The employee will be given a copy of any written evaluation made by his or her supervisor prior to it being included in his or her personal file.

Should deficiencies exist in the work performance of an employee the supervisor shall provide the employee with specific reasonable recommendation for improvement.

No material relating to an employee's job performance shall be placed in the employees personnel file unless the employee has had the opportunity to review it. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

Any employee shall have the right to attach written rebuttal to any subjective material including evaluations and complaints, being placed in the file.

Any violation of the procedure as set forth in this article is subject to the grievance procedure as set forth in this contract, however, the subjective content of any

evaluation is not grievable. Whenever a dismissal for just cause is in contest, employee evaluations shall be judged as to their merits in any grievance proceedings.

## **Article 13 – Payroll and Deductions**

### **A. Pay Period**

The Committee shall pay the employees for services rendered in bi-weekly paychecks due every other Wednesday. In the event that Wednesday is a holiday every effort will be made to pay the employee on the last working day prior to the holiday. The employer shall make direct deposit available to employees at area banks that provide such service.

### **B. Dues Deductions**

The Committee agrees to deduct monthly for Union dues and initiation fees in equal installments, from the wages of employees who individually and voluntarily authorize it to deduct and transmit said moneys promptly to the Union.

The Union shall certify to the committee in writing the current Union member dues and fees. In the event the Union changes the rate of its membership dues, the Union shall give the committee and its membership written notice prior to the effective date of such change. The Union shall indemnify and hold the committee harmless in making said deductions.

### **C. Other Deductions**

The Committee agrees to make authorized deductions in equal installments from the employee's paycheck for the following upon request:

1. City of Calais property taxes, water and sewer bills (employees will supply central office with amount to be deducted at the beginning of the school year).
2. Life Insurance Premiums
3. Washington National Insurance premiums
4. Tax- sheltered annuities
5. Credit Union

## **Article 13A - Insurance**

### **A. Health Insurance**

1. The Committee shall provide health insurance through Northern New England Benefit Trust for all full time employees. The committee shall pay 100% of the single coverage premium for all full time employees and the committee shall pay 89% of premiums for dependant coverage in the first year of a three year contract and

88% of the difference for premiums for dependent coverage in the second year and 86% of premiums for dependant coverage for the third year of the contract. The employee shall be responsible for the difference between the single and dependant plan.

2. The Committee shall provide each employee with Workmen's Compensation and unemployment compensation.
3. The Committee shall provide each employee Income Protection Insurance.
  - B. Any employee, who is currently covered by the Committee's plan, and who elects to terminate coverage in the committee's plan and to have insurance coverage elsewhere, shall upon presentation of a certificate showing coverage receive a monthly premium of \$100.00. Should an employee's other insurance coverage cease the employee shall than become eligible to re-enroll in the Committee's health insurance plan under the guidelines of the insurance carrier.

#### **Article 14 – Staff Improvement**

The Committee shall reimburse an employee for the cost of the tuition, fees and books for any course, workshop or seminar which is required as a condition of continued employment or any course taken at the specific request of the Superintendent of Schools.

#### **Article 15 – Transfers and Reassignments**

- A. No employee shall be involuntarily transferred or reassigned except for a legitimate reason.
- B. When transfers or reassignments occur the employee shall be given at least one (1) weeks notice of the new assignment, shall be notified of any work location and/or supervisor, and change in assigned duties.
- C. Vacancies in positions covered by this agreement will be posted on the bulletin board of each school at least ten working days prior to any advertisement of the position in the Local media.
- D. Employees will be given first consideration for any position covered by this agreement for which they apply.
- E. Promotions as used in this provision shall mean the advancement of any employee to a higher paying classification. Full consideration shall be given seniority in cases of promotion. In recognition however, of the responsibility of management for the efficient operation of the school system, it is

understood and agreed that in all cases of promotion (if an employee is not able to perform the job), the following factors shall be considered.

Performance Evaluation  
Job-Related skills  
Seniority  
Experience

#### **Article 16 – Reduction in Force**

A. All reduction shall be made within each impact area by seniority. The employee with the least seniority within the impacted area shall be the employee to be laid off first.

B. Seniority is defined as length of continuous service, excluding leaves for periods of layoff, from initial date of employment with the Calais School Department.

At or about the beginning of each fiscal year the committee shall provide each employee with a seniority list indicating thereon the seniority of each employee by impact area.

An employee who changes impact areas during his/her employment shall retain bumping rights within the former impact area for a period of three (3) years following transfer.

C. In the event an employee is to be laid off he/she shall receive one (1) months pay upon notification of layoff.

D. Any employee laid off pursuant to this article shall be recalled in order of seniority to any position which becomes available within his/her impact area for a period of eighteen months following the effective date of the layoff.

E. Any employees laid off pursuant to this article shall be granted one day paid leave for the purpose of securing employment elsewhere.

#### **Article 17 – Salaries**

A. The salaries for employees covered by this agreement on the day shift shall be as follows;

2006-2007

Step

6 mos to 2 years	10.48
3-5 years	11.07
6-10 years	13.60
11-15 years	14.22
15-19 years	14.82
20 + years	15.35

2007-2008

Step

6 mos to 2 years	10.79
3-5 years	11.40
6-10 years	14.00
11-15 years	14.65
15-19 years	15.27
20+ years	15.82

2008-2009

Step

6 mos to 2 years	11.12
3-5 years	11.75
6-10 years	14.42
11-15 years	15.02
15-19 years	15.72
20+ years	16.29

B. The salaries for employees covered by this agreement on the night shift shall be as follows;

2006-2007

Step

6 mos to 2 years	10.77
3-5 years	11.39
6-10 years	13.99
11-15 years	14.65
15-19 years	15.26
20 + years	15.79

2007-2008

Step

6 mos to 2 years	11.09
3-5 years	11.73
6-10 years	14.41
11-15 years	15.09
15-19 years	15.72
20+ years	16.26

2008-2009

Step

6 mos to 2 years	11.43
3-5 years	12.08
6-10 years	14.84
11-15 years	15.54



15-19 years	16.19
20+ years	16.75

Years shall be defined as work years for the employees.

Any employee eligible for a step increase during the fiscal year shall receive the step increases July 1 of that year.

After twenty years of service Support Unit III members shall receive payment at their per diem rate of pay for twenty (20) days of accumulated sick leave upon retirement. (after 20 years of service accrued) The member needs to notify the Superintendent of the intent to retire by April 1 prior to the final school year of employment. The retirement payment will be included in the last year of salary and paid in 26 installments.

### **Article 18 – Scope and Separability of Agreement**

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which they believe to be subject to collective bargaining.

If any provision of this agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The employer and the Union agree to meet and negotiate a replacement clause for the invalidated provision within thirty (30) days of the declaration of invalidity of such clause.

The parties agree that both sides may mutually agree to open this Agreement.

### **Article 19 – No Strikes, No Lock-Outs**

The Union, its representatives, members and the employees in the bargaining unit agree that they will not instigate, promote or engage in any strike, work stoppage, or slowdown. In the event that any such persons engage in such activity the Union shall attempt to promptly notify those engaged to cease and desist from such activities and to return to their regular duties, and provide a copy of the notification to the employer.

The employer agrees that there will be no lock out during the duration of this agreement.

### **Article 20 – Parity**

The School Committee agrees to maintain parity between Calais Support Union, non-union and union employees.

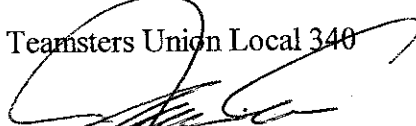
## Article 21 – DRIVE

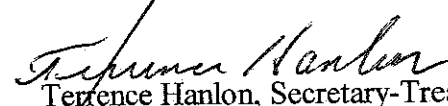
The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## Article 22 – Duration of Agreement

This agreement shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2009. It shall be automatically renewed from one year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given negotiations shall begin no later than thirty (30) days prior to the anniversary date hereof. This agreement shall remain in full force and effect during the period of negotiations.

Teamsters Union Local 340

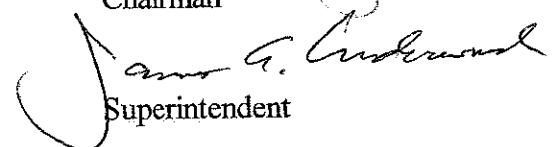
  
James Carson, President & Business Agent

  
Terrence Hanlon, Secretary-Treasurer

  
Milford Maynard, Trustee & Business Agent

Calais School Committee

  
Chairman

  
Superintendent

**ROBBINSTON COMPREHENSIVE CONTRACT**

**2008-2010**

**By and Between**

**The Robbinston School Committee**

**And**

**The Calais Education Association/MTA/NEA**

## PREAMBLE

This agreement entered into by and between the Robbinston School Committee (hereinafter referred to as the "Committee") and the Calais Education Association/MTA/NEA (hereinafter referred to as the "Association") has its purpose the promotion of harmonious labor relations.

## ARTICLE 1 - RECOGNITION

A. The Committee recognizes the Association as the sole and exclusive bargaining agent for the units consisting of the following:

1. Certified Professional Employees
2. Educational Technicians
3. Teaching Principal

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

C. The term "principal" when used in this Agreement shall refer to the teaching principal.

D. The term "Educational Technician" when used in this Agreement shall refer to the instructional Educational Technicians.

E. The term "teacher" when used in this Agreement shall refer to any classroom teacher or specialist teacher.

## ARTICLE 2 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances as defined below. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of the bargaining unit member having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## B. Definitions

1. A "grievance" shall be defined as a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement or equitable application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party" in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean working school days during the school year and Monday through Friday excluding legal holidays during vacation periods.

5. "Employee" shall mean member(s) of this bargaining unit employed by the Committee.

6. "Employer" shall mean any officer, board, commission, council, committee or other persons or body acting on behalf of the Committee whether or not a member.

## C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and efforts should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and confirmed in writing.

2. If any employee believes that he/she may have a grievance, he/she will initiate discussion on the matter in the informal and formal procedures at the administrative level where the action giving rise to the alleged grievance occurred.

3. Informal action on any grievance, as described in D. must be initiated within twenty (20) days of the date on which the event or condition which gave rise to the grievance was known by the employee.

## D. Informal Procedure

a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance in writing to his/her principal or immediate supervisor within ten (10) days of when it becomes apparent informal resolution is not possible but in no event longer than thirty (30) days of when the event or condition which gave rise to the

grievance was known or should have reasonably been known by the employee.

b. The principal/supervisor shall, within five (5) days after receipt of the written grievance, meet with the grievant in an effort to resolve the grievance. The principal/supervisor shall render his/her decision and the reasons therefore in writing to the aggrieved person within five (5) days with a copy to the President of the Association.

## 2. Level Two - Superintendent of Schools

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.

b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and his/her representatives for the purpose of resolving the grievance.

c. The Superintendent shall within five (5) days after the meeting, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

## 3. Level Three - School Committee

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within eight (8) days after the hearing, file the grievance with the Chairperson of the Committee.

b. The Committee or a sub-committee thereof shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person and his/her representatives for the sole purpose of reviewing the grievance.

c. The Committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy of the Association President.

## 4. Level Four - Impartial Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, the Association may, within ten (10) days after receipt of the decision, or within fifteen (15) days of the Committee meeting, submit such grievance to arbitration by notifying the employer in writing.

b. The employer and the Association by their designees shall, within five (5) days after such written notice, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within five (5) days, the Association may request the American Arbitration Association to assist in the selection of an arbitrator.

c. The arbitrator selected shall confer promptly with the representatives of the Committee and the Association shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.

d. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

e. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

#### F. Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration or employees against any participant in the grievance procedure by reason of such participation.

2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Procedure.

3. Any party in interest may be represented at any level of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by other than a representative of the Association.

4. The Association may, if it so desires, call upon the professional services of the Maine Teachers Association for consultation and assistance at any stage of the procedure.

#### G. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly specifically designating the class of employees and the processing of such grievance shall be commenced at Level Two. The Association may process such grievance through all levels of the grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, but in this event, the aggrieved shall be so notified in writing with a copy to the employer.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. All grievances shall include the name of the grievant, the date of the alleged grievance, the date of filing, the articles of the contract violated, a brief statement regarding the nature of the dispute and the specific acts which gave rise to the grievance, and the remedy sought. All grievances must be signed by the aggrieved person.

4. The Committee may inquire whether the aggrieved person(s) will be represented at any level of the grievance procedure.

5. In an effort to assist resolution of grievances in an expeditious manner, both parties agree to substantiate any allegations or responses made with evidence whenever reasonably possible.

6. Any grievance not filed or appealed within the time limits or procedure stated above shall be deemed waived.

### ARTICLE 3 - EMPLOYMENT

#### A. Individual Contracts

1. Continuing contract teachers shall be notified of their contract status for the ensuing

year no later than March 1st.

2. Probationary teachers and Educational Technicians shall be notified of their contract or employment status for the ensuing year no later than May 1st.

3. Upon receipt of their individual contracts, employee shall have twenty (20) working days within which to sign and return said contracts to the administration. If an employee cannot submit the contract within the established time, an extension may be granted by the Superintendent for good reason. Failure to comply with this requirement constitutes a resignation by the employee.

#### B. Employee Resignation

An employee wishing to resign from his/her position shall submit in writing a letter of intent to resign not later than thirty (30) calendar days prior to the effective date of the resignation. This time limit may be waived by mutual consent.

### ARTICLE 4 - SCHOOL YEAR, HOURS, DUTIES

#### A. School Year

1. Any teacher who works more than 180 days in a school year, except those paid extra and co-curricular activities teachers and/or whose contracts provide for duties commencing before the beginning of the school year, shall be compensated for each additional days(s) or partial day(s) worked beyond the 180 days at the teacher's per diem rate of pay. An additional five (5) make-up days may be added to the official school calendar; however, if these are days used, then they shall be considered part of the 180 days.

2. The employee work year will include five (5) days for in-service activities, which may include orientation.

3. The principal may be required to work up to one (1) week, five (5) working days beyond the school calendar year. The days the work is to be performed will be immediately before the opening of school in the fall and/or the closing of school in the spring.

4. The teaching portion of the Teaching Principal position will remain full time for that teacher if the principalship is removed. A teacher may not gain tenure in the Principalship position. Furthermore, the principalship shall not be subject to the just cause set forth in Article 10, Section (a.) or the grievance procedure set forth in Article 2.

#### B. Hours

1. Employees shall not be required to report to school earlier than twenty (20) minutes prior to the start of the students' day nor shall they be required to remain more than thirty (30) minutes after the close of the students' class day. This regulation will be applicable except on days of scheduled bus duties or professional meetings. On Fridays and days prior to holidays, employees may leave fifteen (15) minutes after the close of school except those scheduled for bus duty.

2. In no event will teachers be required to work on Saturday, Sunday, or holidays except by mutual agreement between the Association and the Committee.

3. If school is cancelled once the day has begun and a make-up day is scheduled, the time



worked on the cancelled day shall be deducted from the make-up day.

4. Teachers will have a non-pupil planning period during the time their regular classroom students are participating in Physical Education.

#### C. Duties

1. In assigning regular duties, all duties will be equitably distributed among the employees.

### ARTICLE 5 - COMPENSATION

#### A. Salary

1. The salaries of employees covered by this Agreement are set forth in Schedule A, B, and C.

2. Upon initial employment each teacher will be placed on the proper step of the scale commensurate with his/her training and previous experience.

3. Employees will be paid in twenty-six (26) bi-weekly equal installments beginning with the first pay period in September of each school year.

a. Any employee is entitled to receive lump sum payment of all monies owed to him/her, minus appropriate deductions, for work performed during the school year immediately past, on the first pay period of July, provided he/she has notified the Superintendent by February 1st of the intent to receive lump sum payment.

4. The normal pay day will be every other Wednesday. If such normal pay day should fall on a holiday or vacation, efforts will be made to pay employees on the last working day prior to such holiday or vacation.

5. For the purpose of advancement on the salary schedule, ninety-one (91) consecutive compensated working days shall be deemed a year worked.

#### B. Mileage Reimbursement

If any employee is requested by the Superintendent to use his/her private automobile in the performance of his/her responsibilities, he/she will be reimbursed twenty-five cents (.25) per mile. No mileage payment will be made for mileage to and from the Robbinston School and the employee's home.

#### C. Holidays

The following days shall be paid holidays for Educational Technicians:

Veteran's Day	Martin Luther King, Jr. Day
Columbus Day	Thanksgiving Day/Day After Thanksgiving
Memorial Day	Christmas Day
President's Day	New Year's Day
	Patriot's Day
	Labor Day

## ARTICLE 6 - PAYROLL DEDUCTION

- A. The Committee agrees that an itemized statement will accompany each employee check, listing deductions withheld. Authorized deductions to be made will be those covered by state and federal regulations and those deductions authorized below.
- B. The Committee agrees to deduct from the earnings of employees who provide written authorization for such deductions:
1. Association dues (CEA/MTA/NEA)
  2. Medical Insurance premiums
  3. Life Insurance premiums
  4. Other deductions agreed to by the Committee and the Association
- C. Deductions shall be made in equal installments throughout the payroll year for that employee.

## ARTICLE 7 - INSURANCE

- A. The Committee shall provide each employee covered by this agreement MEA Blue Cross/Blue Shield UCR plan with Major Medical health insurance for a single subscription plus 85 percent of the difference between the single subscription and the subscription coverage depending upon the eligibility of the unit member.
- B. The Committee shall provide Delta Dental Plan 1 (one) to each employee covered by the contract, not to exceed \$1,000.00.

## ARTICLE 8 - PROFESSIONAL COURSE REIMBURSEMENT

- A. The Committee agrees to reimburse employees for costs of tuition, registration fees, books and mileage incurred when taking any course at the request of the Superintendent or Committee.
- B. The Committee agrees to pay in advance for the actual cost of the tuition, books, materials and registration for courses taken in the teaching profession which qualify for recertification credits not to exceed nine (9) credit hours per year nor to exceed the current tuition cost at the University of Maine at Orono. Failure to pass or complete a course will result in the advance payment being deducted from the teacher's salary.
- C. Advance pay shall be granted upon submission by the employee of verification of tuition. The payment of advance pay shall occur in the next pay period following the aforementioned

verification. If no cost is incurred or if a reduced tuition rate is paid by the teacher, it is understood that reimbursement would be made accordingly.

## ARTICLE 9 - LEAVES

### A. Sick Leave

1. During the first year of employment all employees shall be entitled to twelve (12) sick leave days as of the first official day of said school year whether or not they report for duty on that day. Thereafter, each employee shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 138 accumulated days. Teachers who have accumulated 138 sick days will be entitled to twelve (12) additional days at the beginning of each year. In no case will more than 138 accumulated days pass from year to year. The committee shall provide a written statement for every employee at the beginning of each school year indicating the total sick leave credit. If not contested within five (5) days, this will be considered a correct statement. Three (3) days of sick leave may be used to attend to illness in the immediate family which require4s the employee's care. Transfer of sick leave time accumulated from previous employment will be granted in accordance with the law.

2. A sick leave bank of twenty-five days per year shall be established by the committee. Additional sick leave days may be granted to each applicant with the recommendations of the C.E.A. and the committee provided it is certified by the employee's physician that the employee cannot perform his/her duties.

3. Absence due to job-related injury that is compensated by Worker's Compensation shall not be charged against the employee's sick leave days.

### B. Personal Leave

Each employee shall be entitled to three days personal leave each year without having to state the reason for such leave. A teacher who does not use more than two days of personal leave in a year may hold over one day to the following year, but in no event may a teacher accumulate more than four days personal leave in any year. Except in the case of emergency, the employee will give at least three (3) days notice of his/her intention.

### C. Professional Leave

1. Each employee shall be granted at the Superintendent's discretion at least two (2) days per school year for the purpose of attending conferences and meetings related to education and visitations to other schools for the purpose of improving knowledge of school program.

2. Employees may be granted additional professional leave under this Article at the discretion of the Superintendent and/or Committee.

### D. Bereavement

Employees shall be granted up to four (4) days of absence with pay for the purpose of observing the funeral of a member of the immediate family. Such leave must be taken on

consecutive work days. It is understood that attendance at the funeral will occur during the leave. Immediate family shall be understood to include the employee's parents, spouse, children, siblings, in-laws, step-relationships and grandparents. Bereavement leave may also be used for persons other than listed relatives at the discretion of the Superintendent.

#### E. Jury Duty Leave

When an employee is required to serve jury duty he/she shall be compensated at his/her normal rate of pay minus any income received for jury duty.

#### F. Child Care Leave

An employee shall be entitled to a child caring leave of absence without pay for up to one (1) year. The employee shall notify the Superintendent of intent to take such leave as early as possible and shall notify the Superintendent of expected date of return to work. With the approval of the Committee and upon request of the employee, the child caring leave of absence without pay may be renewed.

A female employee who is pregnant may take such above leave when she feels that the pregnancy is interfering with her duties or the duties are interfering with her pregnancy. Sick leave shall be used for pregnancy and or recovery.

1.a. An employee prior to adopting a child, shall be granted upon request, an unpaid leave of absence for the remainder of the school year or up to one (1) year, whichever occurs sooner. The leave shall commence upon de facto custody of the child, or earlier if necessary to fulfill the requirements for adoption.

b. This leave applies equally to males and females. It is further agreed that this leave may be granted by mutual consent.

2.a. An employee shall be granted a leave of up to one (1) year without pay for the purpose of caring from a newborn child.

b. This leave applies equally to males and females. It is further agreed that this leave may be extended by mutual consent.

c. No employee on parental leave shall be denied the opportunity to substitute in the Robbinston School System in his/her area of certification and competence.

d. An employee on extended unpaid leave (parental) shall be allowed to continue in his/her MTA Blue Cross/Blue Shield health insurance coverage through the group plan at the employee's expense/

e. At the conclusion of the leave, the employee shall be allowed to return to his/her position he/she held before such leave or to a comparable position, without decrease in rate of compensation or loss of seniority (length of service), or any other right or privilege of employment in force at the time the leave commenced.

#### G. Floating Days

Teachers will receive three (3) floating vacation days per year providing the following requirements are met.

- a. Teacher gives written notice five (5) days in advance of using vacation days.
- b. Teacher makes up used vacation days during a regular school vacation.
- c. Teacher will work in his/her classroom on his/her classroom related work as make-up time.

#### H. Association Leave

The Association President and/or designee shall be granted a total of (3) days each year for the conduction of Association business. The President of the Association shall notify the Principal or immediate supervisor of the day or days to be utilized under this section and the person who will be utilizing such days.

#### I. Adoption Leave

Each employee shall be allowed to use up to twenty (20) sick days from accumulated sick leave following the adoption of a child.

#### J. Other Leaves

Other leaves of absence with or without pay may be granted by the Committee.

### ARTICLE 10 - EMPLOYEE RIGHTS

A. No continuing contract teacher shall be dismissed or non-renewed without just cause. Any Educational Technician who receives notice of dismissal may request and shall be granted written, specific reasons by the superintendent for the dismissal. Such reasons shall be granted within ten (10) days of the request. The Educational Technician may request and shall be granted a hearing on the reasons before the school committee at the school committee's next regularly scheduled meeting or at such other time as mutually agreed to by the parties.

B. Whenever any employee is required to appear before the Superintendent, his designee, the Committee or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position of employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

C. Any complaint made against an employee by any person shall not be entertained until the complainant has presented the concern or complaint to the employee(s) involved.

1. Any complaints not resolved by the complainant(s) and the employee(s) shall be presented to the Superintendent for resolution prior to being addressed by the Committee.

2. Whenever a complaint against an employee is investigated by the Committee, the result(s) of such investigation will be heard in executive session unless the employee against who a complaint is registered requests otherwise. No complaint against an employee will be taken from the floor during a Committee meeting unless the item has been properly placed on the

agenda to afford an opportunity for the employee involved to be present. No employee shall be questioned about a complaint against him or her until the employee has been informed in writing as to the specific nature of the complaint and the names of the complainants. No employee shall interfere in any way with the investigation of a complaint.

#### ARTICLE 11 - EMPLOYEE EVALUATION

A. Classroom evaluations will be conducted openly and with the knowledge of the employee by the principal, superintendent or mutually agreeable person of recognized competence.

B. At the beginning of employment each employee will receive a copy of the classroom evaluation criteria and form to be utilized. When changes are made, the new criteria and form to be utilized. When changes are made, the new criteria will be distributed before any evaluations are made.

C. Employees shall be given, within five (5) working days, a copy of any class visit report, evaluation report, or recorded observation prepared by their evaluator.

D. Within two (2) working days of receipt of any written evaluation, the employee and the evaluator, at the request of either party, will hold a conference to review the evaluation. The employee shall sign the evaluation form upon receipt of the evaluation or upon completion of the conference acknowledging he/she has read the evaluation.

E. Should deficiencies be indicated in the evaluation of the performance of the employee, the evaluator shall provide the employee with written recommendations for correction of the deficiency.

#### ARTICLE 12 - PERSONNEL FILES

A. Any material relating to an employee's job performance placed in the employee's personnel file shall first be reviewed by the employee, acknowledged by the employee's signature, with a copy provided to the employee. Such signature in no way indicates agreement with the contents thereof.

B. Any complaint made against an employee by any parent, students, or other person which may adversely affect the employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint within five (5) days of notice of the complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. If the complaint is withdrawn, or if investigation shows the complaint lacks merit, no records of any kind shall exist.

C. An employee shall have the right to attach a written rebuttal to any material being placed in the file within five (5) days of receipt of the material.

D. The Superintendent or his/her designee shall, upon written request from an employee, provide said employee or his/her authorized representative with an appointment to review his/her personnel file within two (2) days of such request. Such reviews shall take place at the location where the personnel files are maintained and during normal office hours. An employee shall have the right to have a representative of the Association assist in such a review. No employee shall be denied access to his/her file due to the absence of the Superintendent from the premises.

E. Employees have the right, upon request, to receive additional copies of any documents contained in their personnel files at their own expense.

F. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials, including adverse evaluations, in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall also be reviewed by the Superintendent, and those documents which he/she agrees are obsolete or otherwise inappropriate to retain shall be recommended for removal to the Committee. The Superintendent's decision regarding document removal shall be final, however.

#### ARTICLE 13 - RECALL FOLLOWING LAYOFF

A. Employees laid off shall be offered first refusal for recall for a period of eighteen (18) months from the effective date of his/her lay off, for any available position for which he/she is qualified and provided that the employee has notified the Superintendent's Office of his/her current address to which written notification of such available position shall be mailed. First consideration shall mean: notification, interview, and full consideration, only. Any employee refusing an offer of recall to a full-time position shall, by so doing, waive any further right to recall pursuant to this Article. Refusal of any offer of less than a full-time position shall not affect the employee's right of recall.

B. Should such re-employment occur as a result of recall to a position with the committee, all benefits except the following shall be continued as though the employee was continuously employed.

1. Increasing step position on the salary scale. (unless employee works for another school system or increases his/her education, which would ordinarily, allow movement on the salary scale).
2. Guarantee carrier acceptance into the health insurance plan.
3. Accumulated sick days.

## ARTICLE 14 - ASSOCIATION RIGHTS

- A. The Association shall, with the permission of the Superintendent, be permitted to use school property for official Association meetings during hours when school is not in session. Such permission will be sought three (3) days in advance of use. Any costs associated with the use of the buildings, above and beyond normal operating costs usually associated with the use of the building and if such use is at a time other than when the building is normally open shall be paid by the Association. Representative(s) of the local, state, and/or national Association may meet with individual employees on school property during non-work hours by notifying the principal.
- B. The Superintendent shall provide the Association with a copy of the Committee agenda at the same time the agenda is released to the Committee. A copy of the approved minutes shall be posted in the Robbinston School where notices are normally and regularly posted.
- C. The Committee shall have available in the Robbinston School copy of its Policies and these shall be kept up to date.
- D. The Committee agrees to furnish to the Association at Association expense, where applicable, and in response to reasonable requests, available public information concerning financial resources of the District and other information to assist the Association in conducting negotiations, as well as such other information that shall assist the Association in the processing of a grievance.
- E. Whenever any employee is mutually requested by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibited practice complaints or any hearing before the Maine Labor Relations Board or any other administrative agency, he/she shall suffer no loss in pay.
- F. The Association shall have the right to reasonable use of school facilities and equipment for Association business concerning the Robbinston unit, when such equipment is not otherwise in use. The Association shall reimburse the Committee for the reasonable cost of all materials, supplies and damage to equipment incidental to such use.
- G. The Association shall have a right to utilize employee mailboxes for the distribution of written communications to its members. Further, the Association shall be permitted to post notices, announcements, and information leaflets on the bulletin boards normally serving employees only.

## ARTICLE 15 - MANAGEMENT RIGHTS

Except as modified by the Specific terms of this Agreement, management retains all rights to manage and direct the work force, to make rules and regulations and perform all rights given to it by law.



## ARTICLE 16 - COMMUNICATIONS BETWEEN THE PARTIES

Except as otherwise specifically stated in this Agreement, when official business is to be conducted between the Association and the Committee, the Association shall send any written communication to the Superintendent with a copy to the Committee Chairperson. The Committee shall send any written communications to the Robbinston School Building Representative with a copy to the Association President.

## ARTICLE 17 - ADMINISTRATION OF MEDICATION

A. No employees will administer medication or injection of any kind to any student except at the written request of a student's parents or legal guardian.

B. The Committee agrees that it will hold and save harmless and indemnify any employee against any claim, demand, suit and payment that arises out of the administration of any medication or injection or first-aid procedure to a student in his/her jurisdiction administered according to paragraph A.

C. The Administration as agents of the Committee will notify all employees in writing of all students to its knowledge that have serious allergies or medical disabilities as of the first day of school for employees or the day the child is assigned to a classroom.

## ARTICLE 18 - EXTRA CURRICULAR

A. The salary for the administration and supervision of extra curricular activities shall be set based on responsibility and time required. Payment will be lump sum at the conclusion of the activity or spread over the school year as agreed to when the activity is accepted.

B. Extra Curricular activities will be offered to individuals covered by the contract first. When no individual covered by the contract volunteers for any open extra curricular position, the Superintendent may offer the position to an individual outside the bargaining unit.

### Stipend for Extra Curricular

Girls Basketball	\$450
Boys Basketball	450
Cross Country	350
Softball	275
Soccer	225
Volleyball	225
Math Team	175
Cheering	250

## ARTICLE 19 – REDUCTION IN FORCE

When required by diminishing enrollment and/or lack of financial resources and termination of position(s) is/are affected, the following provision shall apply.

### 1. Seniority

At or about the beginning of each year the Committee shall establish a Seniority list, indicating thereon the seniority by impact area of each employee covered by this agreement. This list will also include areas of certification. Seniority shall be based upon the most recent date of employment in Robbinston and shall be maintained only through uninterrupted/continuous employment including authorized leaves of absence. The date of employment shall be the date of hire by the school committee as an employee covered by this bargaining unit. In the event that two or more employees in a given impact area have the same date of employment in Robbinston, the employee with the greatest amount of total experience and or teaching experience shall be considered the most senior.

### 2. Layoff

- a. When the Committee has determined a reduction in force has become necessary, the employee with the least seniority shall be the employee laid off according to the following impact areas: K-4, 5-8, Special Education, Physical Education, and Educational Technicians.
- b. A teacher laid off shall have the right to any position held by a less senior person within the same impact area provided he/she is state certified for the position at the time of the reduction in force.
- c. Whenever seniority is determined to be equal the following qualifications will decide the most senior person: certificate, performance evaluations, training, and experience in the position to be filled, and overall contribution to the school.
- d. Employees losing their position through elimination of the position who are not reassigned or employed as specified above shall be granted, upon request, a written statement from the Superintendent stating the reason or reasons for refusal to reassign or re-employ.
- e. Employees whose positions have been terminated due to a reduction in force shall be entitled to three (3) days of leave with pay for the purpose of seeking alternative employment.

## ARTICLE 20 - 120 DAY NOTICE

The Calais Education Association hereby gives written notice of its intent to negotiate matters requiring appropriation of money for 2009-2010 contract pursuant to 26 M.R.S.A. sub-section 965, I.E.

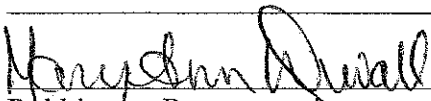
## ARTICLE 21 - DURATION OF AGREEMENT

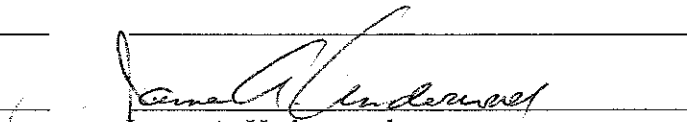
A. This contract is to become effective as of **September 1, 2008** and shall remain in effect until **August 31, 2010**.

B. Should any part of this Agreement be found to be unlawful, that part shall become void, but all other parts shall remain in effect. Should any part be found to be unlawful, the parties agree to negotiate within ten (10) days on the impact upon the Association and the Committee of the voiding of that provision(s).

CALAIS EDUCATION ASSOCIATION

ROBBINSTON SCHOOL COMMITTEE

  
Robbinston Representative

  
James A. Underwood  
Superintendent of Schools

**SALARY SCHEDULE  
TEACHERS  
2008-2009**

<b>Step</b>	<b>BS</b>	<b>BS + 15</b>	<b>MS</b>	<b>MS +15</b>
0	25,788.00	27,078.00	28,367.00	29,656.00
1	27,078.00	28,367.00	29,656.00	30,946.00
2	28,367.00	29,656.00	30,946.00	32,235.00
3	29,656.00	30,946.00	32,235.00	33,524.00
4	30,946.00	32,235.00	33,524.00	34,814.00
5	32,235.00	33,524.00	34,814.00	36,103.00
6	33,524.00	34,814.00	36,103.00	37,393.00
7	34,814.00	36,103.00	37,393.00	38,682.00
8	36,103.00	37,393.00	38,682.00	39,971.00
9	37,393.00	38,682.00	39,971.00	41,261.00
10	38,682.00	39,971.00	41,261.00	42,550.00
11	39,971.00	41,261.00	42,550.00	43,839.00
12	41,261.00	42,550.00	43,839.00	45,129.00
13	42,550.00	43,839.00	45,129.00	46,418.00
14	43,839.00	45,129.00	46,418.00	47,708.00
15	45,129.00	46,418.00	47,708.00	48,997.00
16	46,418.00	47,708.00	48,997.00	50,286.00
20	47,708.00	48,997.00	50,286.00	51,576.00
25	48,997.00	50,286.00	51,576.00	52,865.00
30	50,286.00	51,576.00	52,865.00	54,155.00

**SALARY SCHEDULE  
2008-2009  
ED TECHS I, II, III**

	<b>0-2</b>	<b>2-5</b>	<b>5-8</b>	<b>8-10</b>	<b>10-12</b>	<b>12+</b>
<b>Ed Tech I</b>	<b>9.54</b>	<b>10.28</b>	<b>10.65</b>	<b>11.03</b>	<b>11.73</b>	<b>12.18</b>
<b>Ed Tech II</b>	<b>9.87</b>	<b>10.63</b>	<b>10.94</b>	<b>11.32</b>	<b>12.05</b>	<b>12.55</b>
<b>Ed Tech III</b>	<b>10.18</b>	<b>10.92</b>	<b>11.26</b>	<b>11.44</b>	<b>12.38</b>	<b>12.86</b>

**Principalship Stipend**

**\$8,215.08**

**SALARY SCHEDULE  
TEACHERS  
2009-2010**

Step	BS	BS + 15	MS	MS +15
0	26,562.00	27,890.00	29,218.00	30,546.00
1	27,890.00	29,218.00	30,546.00	31,874.00
2	29,218.00	30,546.00	31,874.00	33,202.00
3	30,546.00	31,874.00	33,202.00	34,530.00
4	31,874.00	33,202.00	34,530.00	35,858.00
5	33,202.00	34,530.00	35,858.00	37,186.00
6	34,530.00	35,858.00	37,186.00	38,514.00
7	35,858.00	37,186.00	38,514.00	39,842.00
8	37,186.00	38,514.00	39,842.00	41,170.00
9	38,514.00	39,842.00	41,170.00	42,499.00
10	39,842.00	41,170.00	42,499.00	43,827.00
11	41,170.00	42,499.00	43,827.00	45,155.00
12	42,499.00	43,827.00	45,155.00	46,483.00
13	43,827.00	45,155.00	46,483.00	47,811.00
14	45,155.00	46,483.00	47,811.00	49,139.00
15	46,483.00	47,811.00	49,139.00	50,467.00
16	47,811.00	49,139.00	50,467.00	51,795.00
20	49,139.00	50,467.00	51,795.00	53,123.00
25	50,467.00	51,795.00	53,123.00	54,451.00
30	51,795.00	53,123.00	54,451.00	55,779.00

**SALARY SCHEDULE  
2009-2010  
ED TECHS I, II, III**

	0-2	2-5	5-8	8-10	10-12	12+
Ed Tech I	9.83	10.59	10.97	11.36	12.08	12.55
Ed Tech II	10.17	10.95	11.27	11.66	12.41	12.93
Ed Tech III	10.49	11.25	11.60	11.78	12.75	13.25

**Principalship Stipend**

**\$8,461.53**

**ALEXANDER COMPREHENSIVE CONTRACT**

**2008-2010**

**BY AND BETWEEN**

**THE ALEXANDER SCHOOL COMMITTEE**

**and**

**THE ALEXANDER EDUCATION ASSOCIATION/MEA/NEA**

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## **PREAMBLE**

This Agreement entered into by and between the Alexander School Committee (hereinafter referred to as the "Committee") and the Alexander Education Association/MEA/NEA (hereinafter referred to as the "Association") has as its purpose the promotion of harmonious labor relations.

## **ARTICLE 1 - RECOGNITION**

A. The Committee recognizes the Association as the sole and exclusive bargaining agent for the units consisting of the following:

1. Certified Professional Employees
2. Teacher Aides/Educational Technicians
3. Custodians

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

C. The term "principal" when used in this Agreement shall refer to the teaching principal.

D. The term "aide" when used in this Agreement shall refer to the instructional aide, or Educational Technician.

E. The term "teacher" when used in this Agreement shall refer to any classroom teacher or specialist teacher.

F. The term "custodian" when used in this Agreement shall refer to any janitor or custodian.

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances as defined below. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of the bargaining unit member having a grievance to discuss the matter informally with any



member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## **B. Definitions**

1. A "grievance" shall be defined as a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement or equitable application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days during the school year and Monday through Friday excluding legal holidays during vacation periods.
5. "Employee" shall mean member(s) of this bargaining unit employed by the Committee.
6. "Employer" shall mean the School Committee or a representative designated by the School Committee.

## **C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and efforts should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and confirmed in writing.
2. If any employee believes that he/she may have a grievance, he/she will initiate discussion on the matter in the informal and formal procedures at the administrative level where the action giving rise to the alleged grievance occurred.
3. Informal action on any grievance, as described in D, must be initiated within twenty (20) days of the date on which the event or condition which gave rise to the grievance was known or should have reasonably been known by the employee.

## **D. Informal Procedure**

If an employee believes that he/she may have a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally

## **E. Formal Procedure**

### **1. Level One - School Principal or Immediate Supervisor**

a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance in writing to his/her principal or immediate supervisor within ten (10) days of when it becomes apparent informal resolution is not possible, but in no event longer than thirty (30) days of when the event or condition which gave rise to the grievance was known or should have reasonably been known by the employee.

b. The principal/supervisor shall, within five (5) days after receipt of the written grievance, meet with the grievant in an effort to resolve the grievance. The principal/supervisor shall render his/her decision and the reasons therefore in writing to the aggrieved person within five (5) days with a copy to the President of the Association.

### **2. Level Two - Superintendent of Schools**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.

b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and his/her representatives for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after the meeting, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

### **3. Level Three - School Committee**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within

eight (8) days after the hearing, file the grievance with the Chairperson of the Committee.

b. The Committee or a subcommittee thereof shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person and his/her representatives for the sole purpose of reviewing the grievance.

c. The Committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

#### **4. Level Four - Impartial Arbitration**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, the Association may, within ten (10) days after receipt of the decision, or within fifteen (15) days of the Committee meeting, submit such grievance to arbitration by notifying the employer in writing.

b. The employer and the Association by their designees shall, within five (5) days after such written notice, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within five (5) days, the Association may request the American Arbitration Association to assist in the selection of an arbitrator.

c. The arbitrator selected shall confer promptly with the representatives of the Committee and the Association, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest, as he/she shall deem requisite.

d. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

e. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

#### **F. Rights of Employees to Representation**

1. No reprisals of any kind shall be taken by either party or by any member of the administration or employees against any participant in the grievance procedure by reasons of such participation.

2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. Any party in interest may be represented at any level of the grievance procedure by a person of his/her own choosing.

4. The Association may, if it so desires, call upon the professional services of the Maine Teachers Association for consultation and assistance at any stage of the procedure.

#### **G. Miscellaneous**

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, specifically designating the group or class of employees. The processing of such grievance shall be commenced at Level Two. If the grievance affects a group or class of employees, the Association may process such grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, but in this event, the aggrieved shall be so notified in writing with a copy to the Employer.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. All grievances shall include the name of the grievant, the date of the alleged grievance, the date of filing, the articles of the contract violated, a brief statement regarding the nature of the dispute and the specific acts which gave rise to the grievance, and the remedy sought. All grievances must be signed by the aggrieved person.

4. The committee must be informed whether the aggrieved person(s) will be represented at any level of the grievance procedure.

5. In an effort to assist resolution of grievances in an expeditious manner, both parties agree to substantiate any allegations or responses made with evidence whenever reasonably possible.

6. Any grievance not filed or appealed within the time limits or procedure stated above shall be deemed waived.

### **ARTICLE 3 - EMPLOYMENT**

#### **A. Individual Contracts**

1. Continuing contract teachers shall be notified of their contract status for the ensuing year no later than March 1st.

2. Probationary teachers and the aide/Educational Technician shall be notified of their contract or employment status for the ensuing year no later than May 1st.

3. Upon receipt of their individual contracts, employees shall have twenty (20) working days within which to sign and return said contracts to the administration. If an employee cannot submit the contract within the established time, an extension may be granted by the Superintendent for good reason. Failure to comply with this requirement constitutes a resignation by the employee.

### **B. Employee Resignation**

An employee wishing to resign from his/her position shall submit in writing a letter of intent to resign not later than thirty (30) calendar days prior to the effective date of the resignation. This time limit may be waived by mutual consent.

## **ARTICLE 4 - SCHOOL YEAR, HOURS, DUTIES**

### **A. School Year**

1. Any teacher who is required to work more than 180 days in a school year, except those whose contracts provide otherwise, shall be compensated for each additional day(s) or partial day(s) worked beyond the 180 days at the employee's per diem rate of pay.

2. The employee work year will include five (5) days for professional development to be approved by the Principal and Superintendent.

3. The Principal's stipend shall include reasonable and necessary work during the summer as determined by the Superintendent.

### **B. Hours**

1. Employees shall be required to report to school earlier than twenty (20) minutes prior to the start of the students' day and shall be required to remain more than thirty (30) minutes after the close of the students' class day. This regulation will be applicable except on days of scheduled faculty or professional meetings or duties. On Fridays and days prior to holidays, employees may leave fifteen (15) minutes after the close of school.

2. In no event will teachers be required to work on Saturday, Sunday or holidays or after 6:00 p.m. except by mutual agreement between the teacher and the Committee or its designee.

3. If school is canceled once the day has begun and a make-up day is scheduled, the time worked on the canceled day may be deducted from the make-up day.

4. Every attempt will be made to schedule preparation or collaborative planning time for teachers when possible, not to exceed 2.5 hours per week.

### **C. Duties**

1. In assigning regular duties, all duties will be equitably distributed among the employees to the degree the schedule allows.

2. Each employee will be entitled to at least a twenty (20) minute duty-free lunch period daily.

### **D. Custodial Employee**

1. Custodial employee is directly responsible to the Principal.

2. The Custodial employee shall be scheduled for forty (40) hours per week, Monday through Friday.

3. The Custodian's regular work day shall be eight (8) hours per day.

4. Custodial overtime will be paid at a rate of 1.5 times the regular rate of pay and/or compensation time at 1.5 times. Preference is to be decided by the custodian.

5. Custodial Holiday and Vacation Schedule

a. Holidays - July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, President's Day, Patriot's Day, and Memorial Day.

b. Vacation Schedule

Years Employed	Vacation
After one year continuous service	one week
After three years of continuous service	two weeks
After eight years of continuous service	three weeks
After twelve years of continuous service	four weeks

## **E. Education Technician/Aide Employees**

1. Education Technician/Aide employees are directly responsible to the Principal.
2. Full time Education Technician/Aide employees shall be scheduled for thirty-one (31) hours and fifteen (15) minutes per week or more, Monday through Friday.
3. The full time Educational Technician/Aide's regular workday shall be six (6) hours fifteen (15) minutes per day.
4. Education Technician/Aide Holiday Schedule
  - a. Holidays – July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, President's Day, Patriot's Day, and Memorial Day.

## **ARTICLE 5 - COMPENSATION**

### **A. Salary**

1. The salaries of employees covered by this Agreement are set forth in Schedule A and B.
2. Upon initial employment each employee will be placed on the proper step of the scale commensurate with his/her training and previous experience.
3. Salaried employees will be paid in twenty-six (26) bi-weekly equal installments beginning with the first pay period in September of each school year.
  - a. Any teacher is entitled to receive a lump sum payment of all monies owed to him/her, minus appropriate deductions, for work performed during the school year immediately past, on the first pay period of July, provided he/she has notified the Superintendent by February 1st of the intent to receive lump sum payment.
4. During summer months any employee, so requesting, may have paychecks for summer pay periods mailed to an address of his/her choice at the expense of the

Committee.

5. The normal payday will be every other Wednesday. If such normal payday should fall on a holiday or vacation, efforts will be made to pay employees on the last working day prior to such holiday or vacation.

6. For the purpose of advancement on the salary schedule, ninety-one (91) consecutive working days shall be deemed a year worked.

7. Part-time employees will have their pay and benefits pro-rated as to the time worked.

### **B. Mileage Reimbursement**

If any employee is requested by the Superintendent or immediate supervisor to use his/her private automobile in the performance of his/her responsibilities, he/she shall be reimbursed forty cents (.40) per mile. No mileage payment will be made for mileage to and from the Alexander School and the employee's home.

## **ARTICLE 6 - PAYROLL DEDUCTIONS**

A. The Committee agrees that an itemized statement will accompany each employee check, listing deductions withheld. Authorized deductions to be made will be those covered by state and federal regulations and those deductions authorized below.

B. The Committee agrees to deduct from the earnings of employees who provide written authorization for such deductions:

1. Association dues (AEA/MEA/NEA)
2. Medical Insurance premiums
3. Life Insurance premiums
4. TSA's or similar programs

C. Deductions shall be made in equal installments throughout the payroll year for that employee.

D. The Association shall indemnify and save the Committee harmless against all claims and suits which may arise by reason of any action taken in making deductions pursuant to this Article.

E. The Committee agrees to provide direct deposit to employees desiring this option. The employee will supply the Committee/Town Office with the necessary paperwork required to carry out this clause.



## **ARTICLE 7 - INSURANCES**

A. The Committee shall provide each full time employee covered by this agreement MEA Blue Cross/Blue Shield UCR plan with Major Medical health insurance for a single subscription and 80% of the difference between the single subscription and the subscription coverage depending upon the eligibility of the unit member. Part time employees will be pro-rated per Article 5. The full time employee has the option of accepting \$850.00 payment in lieu of the Health Benefit Plan.

B. The Committee will provide single subscription Delta Plan I to each teacher covered by this contract with the cost not to exceed eight hundred dollars.

## **ARTICLE 8 - PROFESSIONAL COURSE REIMBURSEMENT**

A. The Committee agrees to pay in advance for costs of tuition, registration, books and mileage incurred when the employee takes any course at the request of the Superintendent or Committee, or for recertification. Failure to pass the course will result in the advance payment being deducted from the teacher's salary.

B. The Committee agrees to pay the teacher for the costs of tuition, registration (up to the Graduate rate charged by the University of Maine at Orono), books and materials for up to two courses per year that are related to the teacher's profession or to the teacher's recertification requirements which are approved by the principal and the superintendent. Failure to pass the course will result in the advance payment being deducted from the teacher's salary.

## **ARTICLE 9 - LEAVES**

### **A. Sick Leave**

1. During the first year of employment all employees shall be entitled to fifteen (15) sick leave days as of the first official day of said school year whether or not they report for duty on that day. Thereafter, each employee shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 136 days. It is understood that teachers who have accumulated 136 sick days will be entitled to fifteen (15) additional days at the beginning of each year. In no case will more than 136 accumulated days pass from year to year. The Committee shall provide a written statement for every employee at the beginning of each school year indicating the total sick leave credit. If not contested within five (5) days, this will be considered a correct statement. Transfer of sick leave time accumulated from previous employment will be granted in accordance with the law. A sick leave bank of twenty five days shall be established by the Committee. Each employee may donate up to two days of accumulated sick leave per year to the bank up to a maximum of one hundred days in the bank. Additional sick leave may be

granted if needed from the bank to each applicant with the recommendation of the A.E.A. and the approval of the Superintendent. The total days in the bank will be cumulative to 100 days.

2. Absence due to job-related injury that is compensated by Worker's Compensation shall not be charged against the employee's sick leave days.

### **B. Personal Business/Emergency Leave**

All employees shall be entitled to three (3) days personal business and or emergency leave without having to state reasons for such leave. Except in the case of an emergency, the employee shall give at least three (3) days written notice of his or her need.

Three (3) days of sick leave may be used to attend to illness in the immediate family which requires the employee's care.

Unused Personal Business/Emergency Leave days shall be accumulated from year to year with a maximum limit of four (4) days. Days used under Section B of Article 9 shall be deducted from accumulated sick leave credits.

### **C. Professional Leave**

1. Professional leave will be granted at the discretion of the Principal to attend conferences, meetings or visitations deemed relevant to school improvement plans.

2. Employees may be granted additional professional leave under this Article at the discretion of the Superintendent and/or Committee.

### **D. Bereavement Leave**

Employees shall be granted up to five (5) days of absence with pay for the purpose of observing the funeral of a member of the immediate family. Such leave must be taken on consecutive workdays. It is understood that attendance at the funeral will occur during the leave. Immediate family shall be understood to include the employee's parents, spouse, children, siblings, in-laws, step-relationships and grandparents. Bereavement leave may also be used for persons other than listed relatives at the discretion of the Superintendent.

### **E. Jury Duty Leave**

When an employee is required to serve jury duty he/she shall be compensated at his/her normal rate of pay minus any income received for jury duty.

### **F. Child Care Leave**

1. Any employee shall be granted, upon request, an unpaid leave of absence to begin at any time after the commencement of pregnancy and end at the end of the

school year in which the leave began. This leave may be extended by mutual agreement. The exact date of leave commencement is to be mutually agreed upon to promote an orderly transition of personnel.

2. An employee, prior to adopting a child, shall be granted, upon request, an unpaid leave of absence for the remainder of the school year or up to one (1) year. The leave shall commence upon mutual agreement between the employee and the Superintendent..

3. This leave applies equally to males and females. It is further agreed that parental leave may be extended by mutual consent.

4. No employee on parental leave shall be denied the opportunity to substitute in the Alexander School System in his/her area of certification or competence.

5. An employee on parental leave shall be allowed to continue his/her MEA plan Blue Cross/Blue Shield health insurance coverage through the group plan at the employee's expense.

6. At the conclusion of the leave, the employee shall be allowed to return to the position held when the leave was granted or to a comparable position, without decrease in rate of compensation or loss of seniority, or any other right or privilege of employment.

#### **G. Other Leaves**

Other leaves of absence with or without pay may be granted by the Committee.

### **ARTICLE 10 - EMPLOYEE RIGHTS**

A. No continuing contract teacher shall be dismissed or non-renewed without just cause. No aide hired prior to August 2003 shall be dismissed or discharged without just cause.

B. Whenever any employee is required to appear before the Superintendent, his designee, the Committee or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position of employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal council present to advise him/her and represent him/her during such meeting or interview.

C. The School Committee shall not hear any complaint against an employee until the complainant has followed standard channels which would normally be as follows: employee, Principal, Superintendent, and School Committee via agenda.

1. Any complaints not resolved by the complainant(s) and the employee(s) shall be presented to the Superintendent for resolution prior to being addressed by the Committee.

2. Whenever a complaint against an employee is investigated by the Committee, the result(s) of such investigation will be heard in executive session unless it is mutually agreed by the employee and the School Committee to hear it in open session. No complaint against an employee will be taken from the floor during a Committee meeting unless the item has been properly placed on the agenda to afford an opportunity for the employee involved to be present. Complaints will not be investigated until the employee has been informed in writing as to the specific nature of the complaint and the name(s) of the complainant(s). Such notification shall be received by the employee prior to the initiation of the investigation. Once a formal investigation is initiated, the employee shall not interfere in the conduct of the investigation by contacting complainant(s) or destroying documentation.

## **ARTICLE 11 - EMPLOYEE EVALUATION**

A. Classroom evaluations will be conducted openly and with the knowledge of the employee by the principal, Superintendent or qualified appointee.

B. At the beginning of employment each employee will receive a copy of the classroom evaluation criteria and form to be utilized. When changes are made, the new criteria will be distributed before any evaluations are made.

C. Employees shall be given, within five (5) working days, a copy of any class visit report, evaluation report, or recorded observation prepared by their evaluator.

D. At the request of either party, the evaluator and employee shall meet to review the evaluation at a mutually agreeable time. The employee shall sign the evaluation form upon receipt of the evaluation or upon completion of the conference acknowledging he/she has read the evaluation.

E. Should deficiencies be indicated in the evaluation of the performance of the employee, the evaluator shall provide the employee with written recommendations for correction of the deficiency.

## **ARTICLE 12 - PERSONNEL FILES**

A. Any material relating to an employee's job performance placed in the employee's personnel file shall first be reviewed by the employee, acknowledged by the employee's signature, with a copy provided to the employee. Such signature in no way

indicates agreement with the contents thereof.

B. Any complaint made against an employee by any parent, students, or other person which may adversely affect the employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint within five (5) days of notice of the complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. If the Complaint is withdrawn, or if investigation shows the complaint lacks merits, no records of any kind shall exist.

C. An employee shall have the right to attach a written rebuttal to any material being placed in the file within five (5) days of receipt of the material.

D. The Superintendent or his/her designee shall, upon written request from an employee, provide said employee or his/her authorized representative with an appointment to review his/her personnel file within two (2) days of such request. Such reviews shall take place at the location where the personnel files are maintained and during normal office hours. An employee shall have the right to have a representative of the Association assist in such a review. No employee shall be denied access to his/her file due to the absence of the Superintendent from the premises.

E. Employees have the right, upon request, to receive additional copies of any documents contained in their personnel files at their own expense.

F. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials, including adverse evaluations, in his/her file which he/she believed to be obsolete or otherwise inappropriate to retain. Said documents shall also be reviewed by the Superintendent, and those documents which he/she agrees are obsolete or otherwise inappropriate to retain shall be recommended for removal to the Committee.

## **ARTICLE 13 - REDUCTION IN FORCE**

When required by diminishing enrollment and/or lack of financial resources and termination of positions are affected, the following provisions shall apply.

### **1. Seniority**

a. At or about the beginning each year the Committee shall establish a seniority list, indicating thereon the seniority of each employee covered by this agreement. This list will also include areas of certification. Seniority shall be based upon the most recent date of employment in Alexander and shall be maintained only through uninterrupted/continuous employment including authorized leaves of absence. The date of employment shall be the date of hire by the school board as an employee covered by this bargaining unit. In the event that two or more employees have the

same date of employment in Alexander, the employee with the greatest amount of total experience shall be considered the most senior.

A copy of the aforesaid list, once established, shall be distributed to each employee.

## **2. Layoff**

a. When the Committee has determined a reduction in force has become necessary, the employee with the least seniority shall be the employee laid off according to the following impact areas: K-4, 5-8, Special Education, Physical Education, Custodian and Aides.

b. A teacher laid off shall have the right to any position held by a less senior person within the same impact area provided he/she is state certified for the position at the time of the reduction in force.

c. Whenever seniority is determined to be equal the following qualifications will decide the most senior person: certificate, performance evaluations, training, and experience in the position to be filled, and overall contribution to the school.

d. Employees losing their position through elimination of the position who are not reassigned or employed as specified above shall be granted, upon request, a written statement from the Superintendent stating the reason or reasons for refusal to reassign or re-employ.

e. Employees whose positions have been terminated due to a reduction in force shall be entitled to three (3) days of leave with pay for the purpose of seeking alternative employment.

## **3. Recall**

a. Any employee laid off pursuant to this Article shall have the right of first consideration for recall for a period of eighteen months from the effective date of his or her lay off or September 30th of the school year following the school year in which the eighteenth month period expires, for any available position for which he or she is qualified, provided that the employees has notified the Superintendent's Office of his/her current address to which written notification of such available position shall be mailed. Any employee refusing an offer of recall to a full-time position shall, by doing, waive any further right to recall pursuant to this Article. Refusal of any offer of a less than full-time position shall not affect the employee's right or recall.

b. Should such re-employment occur as a result of recall to a position with the Alexander School Department, all benefits shall be continued as though the employee was continuously employed.

## **ARTICLE 14 - ASSOCIATION RIGHTS**

A. The Association shall, with the permission of the Superintendent, be permitted to use school property for official Association meetings during hours when school is not in session. Such permission will be sought three (3) days in advance of use. Any costs associated with the use of the buildings, above and beyond normal operating costs usually associated with the use of the building and if such use is at a time other than when the building is normally open shall be paid by the Association. Representative(s) of the local, state, and/or national Association may meet with individual employees on school property during non-work hours by notifying the principal.

B. The Superintendent shall provide the Association with a copy of the Committee agenda at the same time the agenda is released to the Committee. A copy of the approved minutes shall be posted in the Alexander School where notices are normally and regularly posted.

C. The Committee shall have available in the Alexander School a copy of its Policies and these shall be kept up to date.

D. The Committee agrees to furnish to the Association at Association expense, where applicable, and in response to reasonable requests, available public information concerning financial resources of the District and other information to assist the Association in conducting negotiations, as well as such other information that shall assist the Association in the processing of a grievance.

E. Whenever any employee is mutually requested by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, prohibited practice complaints or any hearing before the Maine Labor Relations Committee or any other administrative agency, he/she shall suffer no loss in pay.

F. The Association shall have the right to reasonable use of school facilities and equipment for Association business concerning the Alexander unit, when such equipment is not otherwise in use. The Association shall reimburse the Committee for the reasonable cost of all materials, supplies and damage to equipment incidental to such use.

G. The Association shall have a right to utilize employee mailboxes for the distribution of written communications to its members. Further, the Association shall be permitted to post notices, announcements, and information leaflets on the bulletin board normally serving employees only.

## **ARTICLE 15 - MANAGEMENT RIGHTS**

Except as modified by the specific terms of this Agreement, management retains all rights to manage and direct the work force, to make rules and regulations and perform all rights given to it by law.

## **ARTICLE 16 - COMMUNICATIONS BETWEEN THE PARTIES**

Except as otherwise specifically stated in this Agreement, when official business is to be conducted between the Association and the Committee, the Association shall send any written communication to the Superintendent with a copy to the Committee Chairperson. The Committee shall send any written communications to the Alexander School Building Representative with a copy to the Association President.

## **ARTICLE 17 - EXTRA CURRICULAR**

No compensation for administering or supervising extra curricular activities shall be provided by the board. Employees may volunteer to provide such supervision. Activities formally part of an after school program may be compensated with non local funds.

## **ARTICLE 18 - DURATION OF AGREEMENT**

A. This contract is to become effective as of September 1, 2008 and shall remain in effect until August 31, 2010.

B. Should any part of this Agreement be found to be unlawful, that part shall become void, but all other parts shall remain in effect. Should any part be found to be unlawful, the parties agree to negotiate within ten (10) days on the impact upon the Association and the Committee of the voiding of that provision(s).

## **ARTICLE 19 – 120 DAY NOTICE**

The Alexander Education Association hereby gives written notice of its intent to negotiate matters requiring appropriation of money for the 2009-2010 contract pursuant to 26 M.R.S.A. § 965, I.E.



Alexander Education Association  
Committee  
MEA/NEA

Ruth Olase  
Assoc. President

Donna Simpe  
Alexander School Representative

Alexander School

Janice Sullivan  
School Committee Chair

James C. Anderson  
Superintendent of Schools

**Alexander Salary Schedule  
2008-2009**

<b>Steps</b>	<b>BS</b>	<b>BS + 15</b>	<b>MS</b>	<b>MS +15</b>
0	25,812.16	27,102.77	28,393.38	29,683.98
1	27,102.77	28,393.38	29,683.98	30,974.59
2	28,393.38	29,683.98	30,974.59	32,265.20
3	29,683.98	30,974.59	32,265.20	33,555.81
4	30,974.59	32,265.20	33,555.81	34,846.42
5	32,265.20	33,555.81	34,846.42	36,137.02
6	33,555.81	34,846.42	36,137.02	37,427.63
7	34,846.42	36,137.02	37,427.63	38,718.24
8	36,137.02	37,427.63	38,718.24	40,008.85
9	37,427.63	38,718.24	40,008.85	41,299.46
10	38,718.24	40,008.85	41,299.46	42,590.06
11	40,008.85	41,299.46	42,590.06	43,880.67
12	41,299.46	42,590.06	43,880.67	45,171.28
13	42,590.06	43,880.67	45,171.28	46,461.89
14	43,880.67	45,171.28	46,461.89	47,752.50
15	45,171.28	46,461.89	47,752.50	49,043.10
16	46,461.89	47,752.50	49,043.10	50,333.71
17	47,752.50	49,043.10	50,333.71	51,624.32
20	49,043.10	50,333.71	51,624.32	52,914.93
25	50,333.71	51,624.32	52,914.93	54,205.54

**1.5 % 181 Days**

Rate of increase for both teacher salary and hourly rate for support staff to be negotiated (Spring, 2009) for year two of the contract.

**Alexander Salary  
2008-2009**

	1-2	3-5	6-8	9-10	11+	15+
<b>Aides/Ed Techs</b>	<b>8.72</b>	<b>9.49</b>	<b>9.87</b>	<b>10.23</b>	<b>11.03</b>	
<b>Custodians</b>	<b>9.92</b>	<b>10.87</b>	<b>11.60</b>	<b>12.20</b>	<b>12.94</b>	<b>13.95</b>
<b>Principalship</b>	<b>\$6,787.65</b>					

**1.5%**

## Exhibit 10-A

NOTICE OF MEETING  
REGIONALIZATION PLANNING COMMITTEE  
SCHOOL UNIONS 104, 105, 106, CSD # 12, VANCEBORO  
BAILEYVILLE HIGH SCHOOL LIBRARY

**SEPTEMBER 23, 2008**

6:30 P.M.

AGENDA

1. CALL TO ORDER
2. ATTENDANCE
3. MINUTES FROM LAST MEETING
4. REVIEW FINANCIAL DATA
5. SET DATE FOR REFERENDUM ON PLAN
6. SET DATES FOR PUBLIC INFORMATIONAL MEETINGS
7. PROVIDE INFORMATIONAL INFORMATION
8. REVIEW REVISED PLAN(All members should have copies of the plan before the meeting. If you have not received a copy, contact the office of your Superintendent of Schools.)
9. DATES FOR FUTURE MEETINGS
10. OTHER
11. ADJOURN

REGIONAL PLANNING COMMITTEE

SCHOOL UNIONS 104,106,107, CSD 12, VANCEBORO

MINUTES

CALAIS ELEMENTARY SCHOOL

JUNE 18, 2008

MEMBERS PRESENT:

NAME	TOWN	POSITION
Jim Underwood	Union 106	Superintendent
Melissa Alexander	Baring Plt.	School Board
Barry Mc Laughlin	Baileyville	Superintendent
Steve J. Knowles	Alexander	School Board
Randy Wallace	Crawford	Assessor
Susan Wallace	Crawford	School Board
Sherrill Parks	Alexander	At-Large
Chuck Murphy	Princeton	Community
Jay McLellan	Topsfield	Chair
Jeff Harriman	Topsfield	Selectman
Marjorie Chandler	Topsfield	Community
Debbie Ames	Calais	School Board
H. Richard Adams	Perry	Selectman
Meg McGarvey	Eastport	School Board
William Attich	Dennysville	1 <sup>st</sup> Selectman
Peter Truant	Meddybemps	Selectman
Krista Vining	Charlotte	Community
Paula Bouchard	Eastport	Community

Marshall Lucas	Robbinston	Community
Vernon Wentworth	Princeton	School Board
Bill Dobbins	CSD 12	Superintendent
David Wiggin	DOE	Facilitator

Chair Steve Knowles called the meeting to order at 6:30 p.m. Attendance was taken and copies of the minutes for May 15, 2008, were distributed to everyone.

At 6:40 p.m. Mr. Knowles turned the meeting over to the finance committee spokesman, Bill Dobbins, for a final discussion and vote on the finance plan that was submitted at the May 15<sup>th</sup> meeting.

The cost sharing part of the plan is set to cover a two year period at the beginning of the new RSU. At the end of two years the Board of the RSU can reexamine their town's part in the cost sharing plan and changes can be made. Cost sharing figures presented in 13B will probably change somewhat now that the towns have passed their school budgets. The towns need to raise the amount that's over the EPS(Essential Programs and Services) funds.

Facilitator David Wiggin, Superintendents Jim Underwood, Barry McLaughlin, and Bill Dobbins all added input to explain the finances.

The second part is that the Central Office needs to be up and running by June, 2009. The new school board needs to be elected and the newly elected members need to work quickly to hire the RSU Superintendent. All of this including the Fy 10 budget must be completed by the end of June, 2009.

The third part of the plan is to combine all the assets and liabilities of the school units as part of the RSU.

There was a great deal of discussion about school ownership and school choice after a school closes. Any town that has school choice now will continue to have school choice. The question is what happens to students after a local elementary school closes. Will they be required to attend a school in the RSU or will they be allowed to attend an elementary school that may be closer, but is not in the RSU?

Supt. Dobbins said the question is "can we live with this plan"? Amendments can be added later and it's time to bring the plan to a vote leaving out building ownership and school choice sections. The plan without school choice and building ownership was accepted by a vote of 15 yes, 0 no, 3 abstentions.

Governance: By a vote of 19 yes to 0 no, our plan will provide the option to have local school committees. Mr. Wiggin suggested that some of the language in the local school committee plan submitted in May by Ester Tozier be changed to say they "recommend" such and such actions. With the approved option, these details can be worked out at a later time.

Tomorrow, June 19, 2008, there will be a statewide meeting for facilitators and superintendents when new and comprehensive information will be available. It was voted by 19 yes to 0 no of the full committee to authorize Mr. Wiggin and the superintendents to organize our plan and information during July, and to present it for a vote at the August meeting so that all of the information can be put out to the public for a fall referendum. After June, 2009, there will be no school unions so the RSU needs to be ready.

The next meeting of the RPC will be on Thursday, August 7, 2008, 6:30 p.m. at the Charlotte Elementary School.

The meeting was adjourned at 8:30 p.m.

Minutes submitted by Pete Trouant, Communications Committee



REGIONAL PLANNING COMMITTEE  
SCHOOL UNIONS 104, 106, 107, CSD 12, VANCEBORO  
CALAIS ELEMENTARY SCHOOL

JUNE 18, 2008

MINUTES

Chairman Steve Knowles called the meeting to order at 6:30 PM. An attendance sheet was passed around and copies of the May 15, 2008, meeting minutes were distributed to everyone.

At 6:40 PM, Mr. Knowles turned the meeting over to the Finance sub-committee spokesman, Bill Dotten for a final discussion and vote on the finance plan that was submitted at the May 15<sup>th</sup> meeting.

The cost sharing part of the plan is set up to cover a two-year period to get it going. Then towns can reexamine their part in the cost sharing etc. Cost sharing figures presented in 13b will probably change some now that the towns have passed their school budgets. The towns need to raise the amount that's over the state EPS (Essential programs & services) funds.

Facilitator Dave Wiggin, Superintendents Jim Underwood, Barry Mc Laughlin, and Bill Dotten all added input to explain the finances.

The second part is that the Central office needs to be up and running by June 2009. The new school board needs to be elected and they need to work quickly to hire the RSU Superintendent.

The third part is that all assets and Liabilities are combined under one RSU.

There was a great deal of discussion about school ownership and school choice after a school closes. Any town that has school choice now will continue. The question is what happens when a school closes.

Mr. Dotten said the question is "can we live with this plan"? Adenments can be added latter and it's time to bring the plan to a vote leaving out building ownership and school choice sections. The plan without building ownership and school choice section was accepted by a vote of 15 yes; 0 no; and 3 abstentions.

Governance: By a vote of 19 yes to 0 no, our plan will have the option to have local school committees. Mr. Wiggin suggested that some of the language in the local school committee plan submitted in May, by Ester Tozier be changed to say they "recommend" such and such. With the approved option, this can be worked and acted on in the future.

Tomorrow, June 19, 2008, there will be a statewide meeting for facilitators and superintendents where new and comprehensive information will be available. It was voted by a 19 yes to 0 no vote of the full committee to authorize Mr. Wiggin and the superintendents to organize our plan and information during July, and present it for a vote at the August meeting so that all the information can be put out to the public for a Fall referendum. After June 2009, there will be no school unions so the RSU needs to be ready!

Our next meeting is Thursday, August 7, 2008, 6:30PM at the Charlotte elementary school.

Meeting adjourned 8:10PM

Respectfully submitted, Pete Trouant      communications committee

Regional Planning Committee  
School Unions 104, 106, 107, CSD#12, Vanceboro  
At Woodland (Baileyville) High School  
May 15, 2008

MINUTES

Chair Steve Knowles called the meeting to order at 6:30 PM. An Attendance sheet was passed around and the minutes of the May 1, 2008, were distributed. The chair then turned the meeting over to Facilitator Dave Wiggin.

As planned in the May 1<sup>st</sup> meeting. Mr. Wiggin asked Superintendent Bill Dobbins to report out on the Finance committee's plan. Copies of the plan, "Draft #2", were distributed. He pointed out that, although he was presenting it, the work was done by the very hard working, conscientious committee. The plan covered sections 5,6,8,12, & 13 in the workbook and included several explanatory exhibits. Many of the sections are controversial, but as Superintendent Barry McLaughlin, pointed out, the new law LD 2323 helped smooth some of the problems.

In the controversial cost sharing section the local schools now are "held harmless" and any changes wouldn't actually be effected until the third year.

Elementary school choice remains status quo. If you have it, you keep it.

Local school committees will be advisory. Local school principals will continue to be a key figure in staff relations.

LD2323 does allow maintaining local ownership or turning over to the RSU. There was much discussion on this issue and also what happens when a school closes. A school will still continue to be a focal point in a town. The EPS does have a maintenance allowance. The Finance committee plan as written transfers all school ownership to the RSU. This was too controversial to bring to a vote. After much discussion and a 12 to 1 vote, it was decided to vote on the Finance committee plan without the school ownership section, at the next meeting. The ownership section needs to be left out because the towns do not have enough time before their school budget meetings to bring it to a vote. Also, many members felt they needed time to read over the proposed plan.

Mr. Wiggin suggested there needs to be a "vision" of what the educational view of RSU is. Where are the students in this process. Perhaps we should take a meeting to involve them.

In future meetings the Transition and Governance committees need to finish up. Ester Tozier of Governance distributed a proposed plan for local school boards and their responsibilities for everyones review for discussion and vote next time. The Communication committee could meet in small groups to plan public hearings and disseminate information to the public.

Mr. Wiggin stated that LD2323 gives the RSU broad responsibilities over all the schools in over ten areas.

In order to speed up the voting process Bill Dobbins asked committees to send information to Dave Wiggin to distribute to members for review before meetings.

Because of busy school schedules in late May and early June, the next Reorganization planning committee meeting will be Wednesday, June 18, 2008, at 6:30PM at the Calais Elementary School.

Meeting adjourned at 8:30PM by Steve Knowles

Respectfully submitted by Pete Trouant Communications committee

NOTICE OF MEETING

SCHOOL REORGANIZATION PLANNING COMMITTEE

MAY 15, 2008

WOODLAND HIGH SCHOOL IN BAILEYVILLE

6:30 P.M.

AGENDA

1. CALL TO ORDER
2. ATTENDANCE
3. MINUTES OF THE LAST MEETING(MAY 1)
4. WORK IN SUBCOMMITTEES
  - A. FINANCE(PREPARE REPORT FOR LARGE GROUP)
  - B. GOVERNANCE(REVIEW ISSUES FOR SCHOOL COMMITTEES/OWNERSHIP OF LOCAL SCHOOLS, ETC.)
  - C. TRANSITION(PLANNING FOR CENTRAL OFFICE, ETC.)
  - D. COMMUNICATIONS(PLANNING FOR PUBLIC MEETINGS, PUBLIC NOTICES, NEWSLETTER, ETC.)
5. COMMITTEES REPORT OUT TO LARGE GROUP
6. VOTING AS APPROPRIATE TO ACCEPT REPORTS
7. AGENDAS FOR NEXT MEETINGS/DATES, ETC.
8. ADJOURN

REGIONAL PLANNING COMMITTEE

SCHOOL UNIONS 104, 106, 107, CSD 12, VANCEBORO

WOODLAND HIGH SCHOOL

MAY 15, 2008

MINUTES

MEMBERS PRESENT

NAME	TOWN	POSITION
Steve Knowles	Alexander	School Committee
Herbert Clark	Charlotte	School Committee
David P. Ferris	Charlotte	First Selectman
Nick Howard	Baileyville	Student
Pat Metta	Baileyville	Principal
Peter TRouant	Meddybemps	Selectman
Carl Royer	Calais	City Council
Julie Leppin	Eastport	City Council
Terry Lux	Eastport	Supt. Of Schools
Barry McLaughlin	Baileyville	Supt. Of Schools
Chuck Murphy	Princeton	Community
David H. Sanford	Alexander	Selectman
Vernon Wentworth	Princeton	School Committee
Tom Polk	Princeton	student
Marshall Lucas	Robbinston	At Large
Michael Chadwick	Calais	Community

??	Dennysville	Community
Walter Dollre	CSD12/Vanceboro	
Judy Dyer	Vanceboro	Community
Susan Wallace	Crawford	School Board
Randy Wallace	Crawford	Assessor
Esther Tozier	Crawford	Community
H. Richard Adams	Perry	Selectman
Kayla Preston	So. Princeton	student
Alissa Wheelock	So. Princeton	student
Janice Ferry	Charlotte	Community
Sherrill Parks	Alexander	Community
Kusi Vining	Charlotte	Community

Chair Steve Knowles called the meeting to order at 6:30 p.m. Attendance was taken and the minutes for May 1, 2008, were distributed. The chair then turned the meeting over to Facilitator David Wiggin.

As planned at the May 1<sup>st</sup> meeting, Wiggin called on Supt. Bill Dobbins to report out on the finance committee's plan. Copies of the plan labeled "Draft #2" were distributed. Dobbins pointed out that, although he was presenting it, the work was done by the very hard working, conscientious committee members. The plan covers sections 5,6,8,12, &13 in the workbook and includes several explanatory exhibits. Many of the sections are controversial, but at Supt. Barry McLaughlin point out, the new law LD 2323 helped smooth out some of the problems.

In the cost sharing section the local schools now are "held Harmless" for all expenses over the EPS levels. Actual changes in the cost sharing formula would not be made until the third year of the RSU.

School choice for elementary schools remains consistent with the status quo that currently exists. If you have it, you keep it.

Local School Committees would be advisory. Local school principals will continue to be a key figure in staff relations.

LD 2323 does allow maintaining local ownership of school buildings or turning them over to the RSU. There was much discussion on this issue and also about what happens when a school closes. A

school will still continue to be a focal point in a town. The EPS does have a maintenance allowance for buildings. The finance plan as written transfers all school property ownership to the RSU. This item was too controversial for the committee members to vote on at the meeting. After much discussion and a 12-1 vote, it was decided to vote on the finance plan without the school ownership section, at the next meeting. The ownership section needs to be left out because the towns do not have enough time before their school budget meetings to bring this issue to a vote. Also, many members felt they needed time to read over the proposed plan from the finance committee.

Wiggin suggested that there needs to be a "vision" of what the educational view of the RSU will be. He asked where are the students in this process? Perhaps we should take a meeting to involve them.

In future meetings the Transition and Governance Committees need to finish up. Ester Tozier of Governance distributed a proposed plan for local school boards and their responsibilities for everyone to review for discussion and voting at the next meeting. The communication committee could meet in a small group to plan public hearings and to disseminate information to the public.

Wiggin stated that LD2323 gives the RSU broad responsibilities over all the school s in over ten areas.

In order to speed up the voting process Bill Dobbins suggested that committees send information to David Wiggin to distribute to members for review before meetings.

Because of busy school schedules in late May and early June, the next Reorganization planning committee meeting will be held on Wednesday, June 18, 2008, at 6:30 p.m. at the Calais Elementary School.

The meeting was adjourned at 8:30 p.m. by Chair Steve Knowles.

Respectfully submitted by Pete Trouant, Communications Committee

REGIONAL PLANNING COMMITTEE  
SCHOOL UNIONS 104.106,107, CSD#12, VANCEBORO  
AT CHARLOTTE ELEMENTARY SCHOOL

MINUTES

MAY 1, 2008

MEMBERS PRESENT	TOWN	POSITION
David P. Ferris	Charlotte	1 <sup>st</sup> Selectman
Herbert Clark	Charlotte	School Board
Vernon Wentworth	Princeton	School Com, Chair
Randy Wallace	Crawford	Assessor
Susan Wallace	Crawford	School Com, Chair
Esther Tozier	Crawford	Community
Robin Follette	Talmadge	School Board
Stephen Follette	Talmadge	Selectmen
Howard McFadden	Dennysville	State Rep, District 30
William Attrich	Dennysville	Selectmen
Krista Vining	Charlotte	Community
John Owen	Robbinston	Community
Pete Trouant	Meddybemps	Selectmen
Richard Adams	Perry	Selectmen
Marshall Lucas	Robbinston	At Large
Don Reynolds	Robbinston	School Board
Debbie Ames	Calais	School Board
Marianne Moore	Calais	City Council
Chuck Murphy	Princeton	Community

Judy Dyer	Vanceboro	Community
Sherrill Parks	Alexander	Community
Steven Knowles	Alexander	Community
David Sanford	Alexander	Selectmen
Debbie Jamieson	Pembroke	Principal

Chair Steve Knowles called the meeting to order at 6:30 p.m. An attendance sheet was circulated and the minutes of April 8, 2008, meeting were distributed. The Chair turned the meeting over to Facilitator David Wiggin who then turned it over to Representative Howard McFadden for a legislative update.

Rep. McFadden's review showed much amended LD 1932 passed the House and the Senate by a 2/3 majority, but when the governor vetoed it the support to override vanished. It was very disheartening especially for the rural legislators. Part of the problem is that the EPS formula doesn't work in rural areas. The Governor sent LD 2323 which was little changed from the original 1932 and the bill passed and is now law. LD 2323 does allow for less than 1200 students, and there are allowances for "alternative" systems. An RSU has one bargaining unit for teacher contracts and the teachers' pay will be even throughout the RSU. A bill to delay implementation for two years failed as did the act to repeal the whole thing. School reorganization is still the law and we need to do the best we can with it.

David Wiggin asked what are we going to do? There's basically three choices: 1. We can quit and take the penalties; 2. Choose an alternative union, but we still have to consolidate; or 3. Continue as we are doing the best we can to obey the law. To help us decide, Chair Steve Knowles asked the Superintendents to give us their opinions. They all basically feel that, although the RSU is terrible, we have no choice but to obey the law because none of our schools can afford to go it alone, and the alternative systems are not much different. LD 2323 does help in some ways. Among them, local schools can raise some of their own funds and own their own buildings. Also, one stated that all efforts to derail RSU's have failed so there is a lot of very powerful support for them. Our vote was to continue to do the best we can to obey the law.

At 7:45 PM we split up into the subcommittees to work on the individual parts and then regrouped at 8:10 pm. To hear reports. The Governance Committee suggested that the town referendums be on June 10, 2008, as that's the state referendum day and the town votes have to be within ten days before that. Also, the Governance will figure the local school costs for upkeep.

The Finance Committee is about ready to report out to the full committee for a final vote and will probably do so at the next meeting. Supt. Bill Dobbins explained that they have been using the workbook template on page 6. They're working on the budget for the central office and will figure the amount of money to have ahead for July 1, 2009. The organizational chart for one Supt., an assistant



Supt., and a business manager was presented. Cost sharing is based on the valuation over EPS and is set up for two years.

The next meeting will be at 6:30 p.m. Thursday, May 15, 2008 at the Woodland High School in Baileyville.

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Pete Trouant

Communications Committee

REGIONAL PLANNING COMMITTEE

NOTICE OF MEETING

WOODLAND HIGH SCHOOL(BAILEYVILLE)

APRIL 8, 2008

6:30 P.M.

AGENDA

1. CALL TO ORDER
2. ATTENDANCE
3. MINUTES OF PREVIOUS MEETING
4. UPDATE ON LEGISLATIVE ACTION
5. REVIEW OF GOVERNANCE STRUCTURE/REPRESENTATION
6. PLANNING STRATEGY FOR FUTURE AND/OR SUBCOMMITTEE MEETINGS
  - A. FINANCE
  - B. GOVERNANCE
  - C. TRANSITION
  - D. COMMUNICATIONS
7. REPORT OUT BY COMMITTEES
8. MEETING SCHEDULES
9. ITEMS FOR FUTURE AGENDAS
10. ADJOURN

Minutes  
Regional Planning Committee Meeting  
April 8, 2008

Chairman Steve Knowles called the meeting to order at 6:30PM. An attendance sheet was passed around. The minutes of the February 28<sup>th</sup>.and March 20<sup>th</sup>. Meetings were also passed out.

Facilitator Dave Wiggin gave a legislative update. The much amended LD1932 was passed by both the Senate and the House, but the Governor vetoed it primarily because of allowing school unions amendments. The Governor sent the original back to the Legislature with the three basic corrections to move the law forward. A bill to repeal the RSU law has also been introduced.

The preliminary plan our committee has submitted was approved, but there's still a ton of work to do and the time frame is narrowing quickly. In the coming fiscal year the plan needs to be approved, the twenty member school committee elected, a superintendent appointed, and be off and running July, 2009.

The RSU law is tough on rural schools, but we need, but we need to do the best we can and move forward

In reviewing the Governance plan that was submitted and approved, the state said the 20member committee is large, but is workable and they sent an updated population distribution and weighted voting chart that is in compliance with 20-A MRSA (one man one vote principle. Dave said that, although a set up for local school committees in the workbook, there is little chance they would be approved. Local advisory committees without authority would likely be approved.

In his financial review, Dave said the Essential Programs & Services funding doesn't bode well for small schools. We should propose maintaining the status quo over EPS for each town. Use the current % into the 1<sup>st</sup> or 2<sup>nd</sup> RSU year.

At 7PM Dave gave work sheets to the subcommittees and they split up to work on their own, and at 8:15 PM they returned to report to the full committee.

The finance subcommittee reported they're about three-fourths completed on their workbook. They worked tonight on a central office plan, funding, and cost sharing. They hope to finalize at the next meeting.

The Governance subcommittee had a great deal of discussion on local school committees (work book p8) with the consensus that they'd propose local committees with considerable authority and fall back to advisory boards if not approved. RSU committee members should be elected at their respective town meetings or current municipal elections. RSU budgets or referendum votes, etc., should be at November general elections. While there's a consensus, more discussion is needed at the next meeting.

The transition committee continues to work on cost sharing among to 20 towns. They'll also be working with communications Committee on the methodology for getting information out to the public.

As we begin to finalize our plan the communication committee will need to get information out to the public. Public meetings (hearings) will be needed, too. Debbie Ames volunteered to coordinate a newsletter to put out to the public. Information can be

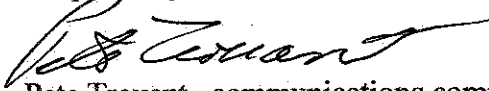
Given to her at 454-7307 and E-mail at: debbie@debbiedoesdesign.com.

The next meetings were scheduled for: Tuesday April 22,2008, at Calais elementary school. Thursday, May1,2008, at Charlotte elementary school, and Thursday, May 15,2008, at Woodland High School. All meetings are at 6:30 PM.

The April 22<sup>nd</sup> meeting should be used by all sub-committees to finalize their parts of the plan and be ready to report out to the full committee for a final vote on May 1<sup>st</sup>. The May 15<sup>th</sup> meeting can then be used to finalize our plan and ready it to send the state in June.

Meeting adjourned at 8:35PM

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Pete Trouant".

Pete Trouant communications committee

REGIONAL PLANNING COMMITTEE

MINUTES

FEBRUARY 28, 2008

CALAIS ELEMENTARY SCHOOL

ATTENDANCE

NAME	TOWN	POSITION
Pete Trouant	Meddybemps	Selectman
Esther Tozier	Crawford	School Board
Susan Wallace	Crawford	School Board
Sherrill Parks	Alexander	At-Large
Krista Vining	Charlotte	School Board—alternate
Herbert Clark	Charlotte	School Board Chair
Robert Moholland	Charlotte	Selectman
H. Richard Adams	Perry	Selectman
Dawn Winchester	Meddybemps	School Board
Mary McFadden	Dennysville	Community
William Attide	Dennysville	Selectman
Marshall Lucas	Robbinston	AT Large
Steven Knowles	Alexander	School Board
Marjorie Chandler	Topsfield	Community
Jeff Harriman	Topsfield	Selectman
Don Reynolds	Robbinston	School Board
John Owen	Robbinston	Community
Stephen Follette	Talmadge	Selectman
Chuck Murphy	Princeton	Community
Paula Bouchard	Eastport	Community
Julie Leppin	Eastport	City Council
Marianne Moore	Calais	City Council

Julie Jordan

Baileyville

Community

David Sanford

Alexander

Selectman

The meeting was called to order at 6:30 p.m. by facilitator David Wiggin. In his opening remarks, there has been essentially little new progress. May reorganization committees have statelated.

Supt. Barry McLaughlin update the legislative actions. There were 65 bills submitted last fall for changes in the plan. None has made it through. LD # 1932 passed in the Senate 18-17. The "Damon" amendments to that which would allow keeping Unions passed in the Senate 20-13. Identities in RSU's are still a big stumbling block. The Governor is opposed to the Damon amendment and it is possible he would veto it should it pass in the House. If Unions are not allowed, teacher and other employee contracts will be as one big entity and a real problem. Financial sharing is a big block.

The School Budget Referendum Validation Process is in effect for all towns this year and it must be within ten days of the Town meeting. The Legislature is still up in the air whether to keep it or not, but for now, it is the law. A referendum delay from 2008-2009 is part of LD 1932, but unless passed as emergency legislation, it is a mute point.

Regardless of what people think of this plan, something has to be done because of ever shrinking resources. We need to do the best we can and get this working.

Status of current reorganization plan: The plan needs to be updated and resubmitted by the end of March. Shared property needs to be spelled out and all debts must be entered if they haven't been already. There needs to be a list of all employees to the new RSU. Cost savings need to be updated.

Size and makeup of the RSU Board: Steve Knowles presented a review of the proposals discussed at Governance Committee meetings plus a nine member proposal sent by the state planning office that divided the region into nine equal population wards. They didn't send a map. The RSU School Board plan of twenty members (one from each town) and weighted by town population was approved by straw vote at the November 27, 2007 and included in the preliminary plan.

Final approval of that 20 member RSU School Board as presented in the preliminary plan was made in a motion by Mary McFadden and seconded by Pete Trouant. The motion was approved by a 19-1 vote.

The next meetings are Thursday, March 20, 2008, 6:30 PM at the Charlotte Elementary School and Tuesday, April 8, 2008, 6:30 PM at the Woodland(Baileyville) High School.

Meeting Adjourned at 8:30 PM

Respectfully submitted

Pete Trouant

Communications Committee

REGIONAL PLANNING COMMITTEE

MINUTES OF MEETING #5

NOVEMBER 27, 2007

WOODLAND HIGH SCHOOL(BAILEYVILLE)

The meeting was called to order at 6:30 p.m. by co-chair Steve Knowles. An attendance sheet was passed around. Copies of the November 15, 2007, meeting minutes, copies of the Reorganization Plan Submittal Sheet, Reorganization Plan Documentation to accompany Item 3. A(1) sheet, and copies of Map #3 Regional Units #5 and #6 were distributed to everyone.

Steve reviewed the tasks for the sub-committee leaders, and at 6:40 p.m. the subcommittees separated out on their own.

At 7:45 p.m., after a short break, the full committee reconvened.

Meeting Dates: David Wiggin said that the State advised that, because of the holidays, we not have any meetings in December. That met with unanimous approval and the meeting scheduled for December 11 was cancelled. The next meeting was set for Monday, January 14, 2008, at 6:30 p.m. at the Calais Elementary School. The storm date would be Wednesday, January 16. The second meeting in January will be Wednesday, January 30<sup>th</sup>, 6:30 p.m. at the Charlotte Elementary School. The storm is Thursday, January 31. If the schools are closed the day of the meeting there will not be a meeting. Cancellations and postponements will be announced on Calais radio station WQDY 92.7 FM.

Sub-Committee Reports:

Governance: Leader Steve Knowles. Steve has been in touch with Jen Pouler of the State DOE and Amanda Rector of the State Planning Office. Amanda Rector will work with us in developing sub districts. They may start generating information this week(wk of the 26<sup>th</sup>). As in the Nov. 15<sup>th</sup> meeting it was decided to wait to see the State's idea and to compare it to the five plans we now have. There was a great deal of discussion whether to use weighted votes or Wards and the size of the Committee. David Wiggin described the two ways. A straw vote was taken to confirm the opinions expressed. Of 17 ballots, 10 were for weighted votes and 7 for wards. For the number on the committee the vote was 10 for a 20 member board; 3 for a 15 member board, and 1 each for 12, 9, and 8 member boards. The leaning is for each town to be represented with a weighted vote. A final plan will be presented at the next meeting. Note: considerable discussion continued about weighted votes vs wards, etc., after the full committee reconvened.

Finance: The first section, reviewing bills and obligations, is completed and will be presented at the next meeting. So also, is the central organization "Marshall" plan, at that time.

Transition: All contracts are in place. They are getting more information from the Alexander and Calais schools.

Meeting adjourned at 8:15 p.m.

Respectfully submitted,

Pete Trouant, Communications Committee





NOTICE OF MEETING

REGIONAL PLANNING COMMITTEE FOR REGIONALIZATION

SCHOOL UNIONS 104,106,107, CSD #12

FEBRUARY 28, 2008(SNOW DATE March 6,2008)

CALAIS ELEMENTARY SCHOOL

6:30 P.M.

AGENDA

1. CALL TO ORDER(CHAIRS

*Barry*

2. UPDATE ON CURRENT LEGISLATION(FACILITATOR AND SUPERINTENDENTS)

3. REVIEW STATUS OF CURRENT PLAN

4. REVIEW DECISIONS REMAINING

5. DISCUSS REPRESENTATION ON REGIONAL SCHOOL BOARD AND REACH CONSENSUS

6. PLAN ACTIONS AND DATES FOR NEXT MEETINGS

7. ADJOURN

Minutes  
Meeting #6 February 28, 2008  
Regional Planning Committee for Regionalization  
School Unions 104, 106, 107, CSD #12  
At the Calais Elementary School

The meeting was called to order at 6:30 PM by facilitator Dave Wiggin. In his opening remarks, there has been essentially little new progress. Many Reorganization committees have stalemated.

Superintendent Barry McLaughlin updated the legislative actions. There were 65 bills submitted last fall for changes in the plan. None have made it through. LD #1932 passed in the Senate 18 to 17. The "Damon" amendment to that which would allow keeping SADs passed in the Senate 20 to 13. Identities in RSUs are still a big stumbling blocks. The Governor is opposed to the Damon amendment and it's possible he would veto it should it pass in the House. If SADs are not allowed, teacher and other employee contracts will be as one big entity and a real problem. Financial sharing is a big block.

The School Budget Referendum Validation is in effect for all towns this year and it must be within 10 days of the Town meeting. The legislature is still up in the air whether to keep it or not, but for now, it's the law. (A referendum delay from 2008 to 2009 is part of LD 1932, but unless passed as emergency legislation, it's a mute point)

Regardless of what people think of this plan, something has to be done because of ever shrinking resources. We need to do the best we can and get this working.

Status of current Reorganization plan. The plan needs to be updated and resubmitted by the end of March. Shared property needs to be spelled out and all debts must be entered if they haven't been already. There needs to be a list of all employees to the new RSU. Cost savings need to be updated.

Size & make up of the RSU School Board: Steve Knowles presented a review of the proposals discussed at Governance committee meetings plus a 9 member proposal sent by the state planning office that divided the region into 9 equal population wards. They didn't send a map. The RSU School Board plan of 20 members (one from each town) and weighted by town population was approved by straw vote at the Nov. 27, 2007, and included in the preliminary plan.

Final approval of that 20 member RSU School board as presented in the preliminary plan was made in a motion by Mary McFadden and seconded by Pete Trouant. The motion was approved by a 19 to 1 vote.

Minutes February 28, 2008, page 2

The next meetings are: Thursday, March 20, 2008, 6:30 PM at the Charlotte Elementary school; and Tuesday, April 8, 2008, 6:30 PM at the Woodland (Baileyville) High School.

Meeting adjourned 8:30 PM

Respectfully submitted  
Pete Trouant    Communications Committee

Regional Planning Committee  
Minutes of Meeting # 5  
November 27, 2007

The meeting was called to order at 6:30 PM by co-chair Steve Knowles. An attendance sheet was passed around. Copies of the November 15, 2007, meeting minutes, copies of the Reorganization Plan Submittal Sheet, Reorganization Plan Documentation to Accompany Item 3.A (1) sheet, and copies of Map #3 Regional School Units #5 & #6, were distributed to everyone.

Steve reviewed the tasks for the sub-committee leaders, and at 6:40 PM, the sub-committees separated out on their own.

At 7:45 PM, after a short break, the full committee reconvened.

Meeting dates: Dave Wiggin said the State advised that, because of the holidays, we not have any meetings in December. That met with unanimous approval and the meeting scheduled for Dec. 11<sup>th</sup> was cancelled. The next meeting was set for Monday, January 14, 2008, @ 6:30PM at the Calais Elementary School. The storm date would be Wednesday the 16<sup>th</sup>. The second meeting in January will be Wednesday, January 30<sup>th</sup>, 6:30PM at the Charlotte Elementary School. The storm date being, Thursday, the 31<sup>st</sup>. If the schools are closed the day of the meeting there will not be a meeting. Cancellations and postponements will be announced on Calais radio station WQDY 92.7 FM.

Sub-committee reports:

Governance: Leader Steve Knowles. Steve has been in touch with Jen Pouler of the State Education Dept. and Amanda Rector of the State Planning dept. has their permission to work with us developing sub districts. They may start generating information this week (wk of the 26<sup>th</sup>). As in the Nov. 15<sup>th</sup> Meeting it was decided to wait to see the State's ideas and compare them to the 5 plans we have. There was a great deal of discussion whether to use weighted votes or Wards and the size of the committee. Dave Wiggin described the two ways. A straw vote was taken to confirm opinion leanings. Of 17 ballots, 10 were for weighted votes and 7 for Wards. For the number on the committee the vote was 10 for a 20member board; 3 for a 15 member; and 1 each for 12, 9, & 8 member boards. The leaning is for each town to be represented with a weighted vote. A final plan will be presented at the next meeting. Note: considerable discussion continued about weighted vs wards, etc. after the full committee reconvened.

Finance: The first section, reviewing bills and obligations, is completed and will be presented at the next meeting. So also, is the central organization "Marshal" plan, at that time.

Transition: All contracts are in place. They are getting more information from the Alexander and Calais schools.

Meeting adjourned 8:15 PM

Respectfully submitted  
Pete Trouant    Communications Committee

REGIONAL PLANNING COMMITTEE

NOTICE OF MEETING

SCHOOL UNIONS 104, 106, 107

WOODLAND HIGH SCHOOL IN BAILEYVILLE

November 27, 2007

6:30 P.M.

PROPOSED AGENDA

1. CALL TO ORDER
2. REVIEW TASKS FOR LEADERS
3. MEETINGS OF SUBCOMMITTEES
4. REVIEW REPORTS FROM SUBCOMMITTEES
5. PLANS FOR NEXT MEETINGS(DECEMBER 11)
6. FUTURE MEETINGS?
7. ADJOURN

REGIONAL PLANNING COMMITTEE

MINUTES OF MEETING #5

NOVEMBER 27, 2007

WOODLAND HIGH SCHOOL(BAILEYVILLE)

The meeting was called to order at 6:30 p.m. by co-chair Steve Knowles. An attendance sheet was passed around. Copies of the November 15, 2007, meeting minutes, copies of the Reorganization Plan Submittal Sheet, Reorganization Plan Documentation to accompany Item 3. A(1) sheet, and copies of Map #3 Regional Units #5 and #6 were distributed to everyone.

Steve reviewed the tasks for the sub-committee leaders, and at 6:40 p.m. the subcommittees separated out on their own.

At 7:45 p.m., after a short break, the full committee reconvened.

Meeting Dates: David Wiggin said that the State advised that, because of the holidays, we not have any meetings in December. That met with unanimous approval and the meeting scheduled for December 11 was cancelled. The next meeting was set for Monday, January 14, 2008, at 6:30 p.m. at the Calais Elementary School. The storm date would be Wednesday, January 16. The second meeting in January will be Wednesday, January 30<sup>th</sup>, 6:30 p.m. at the Charlotte Elementary School. The storm is Thursday, January 31. If the schools are closed the day of the meeting there will not be a meeting. Cancellations and postponements will be announced on Calais radio station WQDY 92.7 FM.

Sub-Committee Reports:

Governance: Leader Steve Knowles. Steve has been in touch with Jen Pouler of the State DOE and Amanda Rector of the State Planning Office. Amanda Rector will work with us in developing sub districts. They may start generating information this week(wk of the 26<sup>th</sup>). As in the Nov. 15<sup>th</sup> meeting it was decided to wait to see the State's idea and to compare it to the five plans we now have. There was a great deal of discussion whether to use weighted votes or Wards and the size of the Committee. David Wiggin described the two ways. A straw vote was taken to confirm the opinions expressed. Of 17 ballots, 10 were for weighted votes and 7 for wards. For the number on the committee the vote was 10 for a 20 member board; 3 for a 15 member board, and 1 each for 12, 9, and 8 member boards. The leaning is for each town to be represented with a weighted vote. A final plan will be presented at the next meeting. Note: considerable discussion continued about weighted votes vs wards, etc., after the full committee reconvened.

Finance: The first section, reviewing bills and obligations, is completed and will be presented at the next meeting. So also, is the central organization "Marshall" plan, at that time.

Transition: All contracts are in place. They are getting more information from the Alexander and Calais schools.

Meeting adjourned at 8:15 p.m.

Respectfully submitted,

Pete Trouant, Communications Committee

Meeting Minutes of November 15, 2007  
Regional Planning Committee  
Charlotte Elementary School

Regional Planning Committee members reviewed timelines for submission of progress reports. Planners separated into subcommittees to continue working out plans for submission. Attendance was about half. RPC members were juggling parent/teacher conferences in two districts, other commitments and travel costs.

The Governance subcommittee chair Steve Knowles contacted the State Planning Office after the November 7 meeting for guidance in setting up sub-districts. One person in that office offered help with reorganization issues. RPC member Diana Mahar submitted an eight sub-district/eight vote plan for discussion. Other discussion focused on how to group towns, how to use weighted votes and optimum size for a committee. Many felt that an eight to fifteen was the best number and twenty may be too many. It was the consensus of this subcommittee that small towns that already work together should stay that way. The Governance Committee decided to wait to hear from the SPO before deciding on a sub district plan.

Finance and Transition Committees went over tasks assigned in those subcommittees.

The RPC, as a whole, reviewed the timelines required by the state and checked off progress report items listed. Out of the thirty or more assignments, only about ten issues were completed. The December 1 deadline for the group to submit a plan was hampered because most of the school boards weren't meeting until the second week of December and did not have ample time to report back to their individual boards. The RPC intended to get verbal authorization from their school boards to go ahead and submit the checklist to the state.

Some of the assignments requested by the state included reports on school personnel contracts, powers of local school committees, and estimates of cost savings to be achieved.

The next RPC meeting was scheduled for Tuesday, November 27 at 6:30 p.m. at Woodland High School.

Respectfully submitted,

Eileen Curry    Communication Committee  
Pete Trouant

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[Add Mobile Alert](#)**Subject:** RPC Meeting Minutes Nov 15 Please copy and distribute at meeting**To:** wiggincarl@verizon.net

Meeting Minutes of November 15, 2007  
Regional Planning Committee  
Charlotte Elementary School

Regional Planning Committee members reviewed timelines for submission of progress reports. Planners separated into subcommittees to continue working out plans for submission. Attendance was about half. RPC members were juggling parent/teacher conferences in two districts, other commitments and travel costs.

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The next RPC meeting was scheduled for Tuesday, November 27 at 6:30 p.m. at Woodland High School.

Respectfully submitted,

Eileen Curry   Communication Committee  
Pete Trouant

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Regional Planning Committee  
 School Unions 104, 106, 107  
 November 7, 2007 Meeting  
 Calais Elementary School  
 Meeting Minutes

Co-Chairs Steve Knowles and Debbie Jamieson called the meeting to order.

Committee members split into three subcommittee teams to continue discussing data collected from Finance, Governance and Transition items.

Teams report back information to full committee to determine next steps. Facilitator David Wiggin reminded committee members that the process for submitting reports/plans to the state was due by December 1, 2007. Teams were challenged by the date but were committed to forming a plan to comply with the state.

Finance Chairperson reported to that their discussions centered on Reserve Funds, whether or not to roll over, spend, or give back to the towns. Other agenda items discussed were liabilities, teacher salaries during summer months, scholarships, tuition, Special Education, central office operation, hiring of a RSU Superintendent and school choice.

Governance Chairperson reported that the discussions of that subcommittee focused on method of voting for the governing body. The group broke it down into four options:

Plan 1 would have a subdistrict or elect a 15 member board, with some towns being grouped together. Each board member would have one vote. Each member would represent up to 800 residents. Plan 2 would have each community elect one member with one weighted vote

depending on the population. This would be a 20 member board. Plan 3 would elect an 8 member board, larger towns would have more than one member voter. Plan 4 would enlist a weighted average based on town population.

Transition Chairperson received some school property information, valuations and equipment lists. Acreage and indebtedness were still being evaluated and reported on. Bus leasing, storage and maintenance were also discussed.

The next Regional Planning Committee was scheduled for Thursday, November 15 at the Charlotte Elementary School.

Submitted by Eileen Curry

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Hi David, Here is the newspaper article that was published today.

Thank-you.

**Regional School Consolidation Planners Hold First**

Session

By Eileen Curry

Over 50 people, school board members, municipal officials, citizens chosen by officials, and three superintendents from Unions 104, 106 and 107 met in Charlotte on September 13 for the first time to try to develop plans and set up a process to consolidate a regional school unit. Union 104 schools include Eastport, Perry, Pembroke, Charlotte and Dennysville; Union 106 schools are Calais, Alexander, Baring Plantation, Crawford, and Robbinston. Union 107 schools include Baileyville, Cooper, Grand Lake Stream Plantation, Meddybemps, Princeton, Talmadge, and Waite. The newly formed committee listened

as Facilitator David Wiggin, a former teacher and superintendent, worked with the group to try and organize steps to be taken to comply with state required process. Wiggin told the group that the state had received a letter of intent from the above schools and it had been approved. "We don't have a crystal ball here on what the outcome of all of this will be, but ultimately all of us have our students on our minds and we can only make the best out of this plan. We will need to follow this process, if we don't we can only be penalized", Wiggin said. The meeting agenda included getting acquainted; some familiar faces were recognized, and discussion was given with an overview of the consolidation process, the components of it, choosing subcommittees for structure of planning, leadership roles, and a question and answer period. A work schedule, to include dates of future meetings drew the most anguish from the group. Members found it almost impossible to all meet again next month on the same day. "This is why we have alternates. Just try and do the best you can under the circumstances", Wiggin said.

Wiggin also stated, "The work of this committee is extremely important if the consolidation process is going to go forward with the least disruption to the school systems involved. This Committee will be developing plans and recommendations which may well determine the future success of education in the region." Wiggin called the first meeting "ambitious" and the group seemed intent on making an effort even though many questions were not answered, questions that members still had for state education department officials regarding the busing of students, transportation costs, special education, central office staff and status of, principals and duties, and school property and ownership of it.

Sub-Committees were divided into four groups: Finance, Governance, Transition planning for formation of the new RSU Board including budget preparation and hiring of the superintendent, and Publicity/Communications. The Regional School Committee elected Debbie Jamieson and Steve Knowles as Co-Chairs of the newly formed group. The Department of Education has a deadline of December 1, 2007 for reorganization plans to be submitted for approval. Wiggin said, "The superintendents will be your resource people, will help with guiding you all through this process. They will be responsible for gathering information for you. The plan is due on December 1 and it is going to require a heck of lot of work. All we have to do is make an effort, a sincere effort to get a plan in place. Whatever plan you decide on will go on to a referendum vote to your town, then it will eventually be up to your town to vote on".

Other agenda items for future meetings; develop agenda, school personnel contracts, collective bargaining, and estimate of costs savings to be achieved by the formation of the RSU.

Superintendents from Union 104, Omar Norton and Interim Superintendent Terry Lux, from Union 106, Superintendent Jim Underwood and from Union 107, Barry McLaughlin attended a workshop on school consolidation hosted by the law firm of Drummond Woodsum and the Maine School Management Association on September 17. The subjects included several topics on forming new school boards, school property transfer, preparation of budget, and several transition subjects pertaining to the regional consolidation plan. The Superintendents will report their findings and bring the information back to the regional committee.

State Senator Kevin Raye and State Representative Howard McFadden also attended the meeting.

The next meeting for the RSU was scheduled for Thursday, October 11 at 6:30 p.m. at the Woodland/Baileyville High School.

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Regional Planning Committee

School Unions 104, 106, 107

Meeting Thursday, October 12

Woodland High School

## Minutes of Meeting:

The meeting was called to order by co-chairs Debbie Jamieson and Steven Knowles. After introductory statements, Facilitator David Wiggincarl reviewed tasks for subcommittees. RPC members selected a subcommittee group and were split into sub committee groups as follows: Governance, Transition, Finance and Communications. The tasks for subcommittee groups were to choose leaders, review tasks, develop work schedules and assigning tasks to be handled before the next meeting. Members were given a Reorganization Plan working template from the office of Drummond Woodsum law firm as a guideline to follow. Timelines for reorganization referendum documents were also supplied.



The meeting lasted two hours.

The next meeting was scheduled for Wednesday, November 7, at the Calais Elementary School. Each committee was asked to file a progress report to Wiggin.

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[Add Mobile Alert](#)**Subject:** Regional Planning Committee Work Group Gets Underway Eileen Curry**To:** wiggincarl@verizon.net

## Regional Planning Committee Group Works toward

### Deadline

By Eileen Curry

Over 40 Regional Planning Committee members met for their second meeting at Woodland High School to establish working subcommittees to tackle subjects and issues regarding the new school consolidation law required by the state. Members from School Unions 104, 106, 107 weren't exactly enthusiastic but nevertheless put their best foot forward to comply with the rules and guidelines needed to proceed toward reorganization. Four subcommittees were organized during the first part of the meeting and these groups got started right away in discussions about Finance, Governance, Transition and Communications. Progress reports were submitted to Facilitator David Wiggin about two hours later.

Superintendents from the three unions supplied members with a

school reorganization plan guideline from a Drummond Woodsum Maine School Management Seminar that they had attended in Augusta that listed a chart, a working template for members to follow. Some of the Governance discussion included the units of school administration to be included in the proposed reorganized regional school unit, the size, and composition of the governing body, the method of voting, the powers and duties of local school committees to be created and elections of board directors. Transition, another large part of the plan, brought talk about the disposition of real and personal school property owned by schools in each town, the disposition of existing school indebtedness and lease-purchase obligations, the assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations, and insurance. The Finance committee covered a transition plan that would address the development of a budget for the first school year of the reorganized unit and interim personnel policies, the disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes. The Finance part of the reorganization plan would also include cost sharing in the RSU's and a plan to reorganize administration, transportation, building, maintenance and special education. Each subcommittee delegated tasks and information that would be gathered by members and brought back to the next meeting which was scheduled for Wednesday, November 7 at the Calais Elementary School .

Co-Chairs Debbie Jamieson and Steve Knowles opened the meeting with statements aimed at encouraging the group to get down to business, which they did. Knowles said, "This is a humongous amount of work

for all of us. We are all going to try to get this done as timely as possible.” Wiggin also gave the group a “pep talk” saying, “December is the goal. It is a huge job to be ready to submit a plan, we will try, but spring sounds more reasonable for a deadline.”

Members left the meeting with assignments to complete for the next session.

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**REGIONAL PLANNING COMMITTEE**

**SCHOOL UNIONS 104,106,107**

**MEETING FOR OCTOBER 11, 2007**

**WOODLAND HIGH SCHOOL**

**FACILITATOR: DAVID C. WIGGIN**

1. THE CO-CHAIRS DEBBIE JAMISON AND STEVE KNOWLES CALLED THE MEETING TO ORDER AND INTRODUCED FACILITATOR DAVID WIGGIN WHO REVIEWED THE AGENDA FOR THE EVENING.
2. THE MEMBERS OF THE RPC PRESENT REQUESTED TO REVIEW THE MEETING SCHEDULE FOR THE NEXT FEW MEETINGS AND DECIDED BY THE END OF THE MEETING ON THE FOLLOWING MEETING SCHEDULE:
  - A. **NOVEMBER 7**  
**CALAIS ELEMENTARY SCHOOL**  
**6:30 P.M.**
  - B. **NOVEMBER 15**  
**CHARLOTTE ELEMENTARY SCHOOL**  
**6:30 P.M.**
  - C. **NOVEMBER 27**  
**BAILEYVILLE**  
**WOODLAND HIGH SCHOOL**  
**6:30 P.M.**
3. THE FINANCE, GOVERNANCE, AND TRANSITION COMMITTEES MET IN SEPARATE ROOMS WHILE MEMBERS OF THE COMMUNICATIONS COMMITTEE ATTENDED EACH MEETING AND WERE RESPONSIBLE FOR TAKING NOTES AND REPORTING OUT AT THE END OF THE MEETING
4. Julie (?) was chosen as Chair of the finance committee. The members decided to collect information regarding the following items: reserve funds, scholarship funds, trust funds, per pupil costs, school budgets, state subsidies, numbers of students, and debt service. Superintendents Bill Dobbins and Omar Norton will put together a template that will include all of the requested information and send it to the other superintendents to fill out through email. All completed templates will be mailed to the subcommittee members no later than one week prior to November 7.
5. John Owen was chosen as the chair of the Transition Team and Sherrill Parks was the recorder. The Committee decided to collect a list of real school property including buildings and buses. The list will be prepared by October 16. John Owen will collect information for school union 106, Sherrill Parks for union 107 and Herbert Clark for union 104. Marjorie Chandler is responsible for Codyville, Topsfield, and Vanceboro.

6. Steve Knowles was chosen as the Chair of the Governance Committee. Peter and Debbie Ames were the recorders. The tasks listed include items 2,3,4 from the Drummond Woodsum checklist. The Committee agreed that voting would be the most important issue to discuss and settle first. There should be an introductory session for an overview. Supt. Underwood gave an overview of the voting options. The next tasks should be items 2,3 from the checklist. Committee members will discuss voting with their respective school committees to get information before the next meeting.
7. Facilitator David Wiggin reviewed the work of the three committees for the entire group and offered to find more information regarding the questions being asked and to forward the information to the superintendents.
8. The meeting adjourned at 8:30 p.m.

Minutes compiled by David Wiggin from notes taken at the meeting by the Communications Committee members.

REORGANIZATION PLANNING COMMITTEE

SCHOOL UNIONS 104, 106, 107

MEETING: SEPTEMBER 13, 2007

CHARLOTTE ELEMENTARY SCHOOL

6:30 P.M.

PROPOSED AGENDA

(BACKGROUND ITEMS)

1. SIGN IN AND INTRODUCTIONS
2. OVERVIEW OF THE REORGANIZATION PROCESS(FACILITATOR)
  - A. TIMELINES(PLAN DUE BY DEC. 1 OR SOON AS POSSIBLE THEREAFTER)
  - B. DUE DILIGENCE
  - C. REQUIRED APPROVAL BY SCHOOL COMMITTEES AND TOWNS AND DOE
3. ROLE OF THE REORGANIZATION PLANNING COMMITTEE(FACILITATOR)
  - A. ELECT CHAIR/CO-CHAIRS
  - B. DEVELOP GROUND RULES FOR MEETINGS/ MODEL OF DECISION MAKING
  - C. ROLE OF FACILITATOR
  - D. SCHEDULE OF REGULAR MEETINGS
  - E. DEVELOP AGENDAS
  - F. DOCUMENT MEETINGS/KEEPING MINUTES
4. REQUIRED ELEMENTS OF THE PLAN(FACILITATOR)
  - A. UNITS TO BE INCLUDED IN THE PORPOSED RSU
  - B. SIZE, COMPOSITION, AND APPORTIONMENT OF GOVERNING BODY
  - C. METHOD OF VOTING OF THE GOVERNING BODY
  - D. COMPOSITION, POWERS, AND DUTIES OF ANY LOCAL SCHOOL COMMITTEES TO BE CREATED
  - E. DISPOSITION OF REAL AND PERSONAL SCHOOL PROPERTY
  - F. DISPOSITION OF EXISTING SCHOOL INDEVETEDNESS AND LEASE-PURCHASE OBLIGATIONS
  - G. SCHOOL PERSONNEL CONTRACTS, SCHOOL COLLECTIVE BARGAINING AGREEMENTS AND OTHER SCHOOL CONTRACTUAL OBLIGATIONS
  - H. DISPOSITION OF EXISTING SCHOOL FUNDS AND EXISTING FINANCIAL OBLIGATIONS INCLUDING UNDESIGNATED FUND BALANCES, TRUST FUNDS, RESERVE FUNDS, AND TOHER FUNDS APPROPRIATED FOR SCHOOL PURPOSES

- I. TRANSITION PLAN FOR THE DEVELOPMENT OF A BUDGET FOR THE FIRST SCHOOL YEAR OF THE REORGANIZED UNIT AND INTERIM PERSONNEL POLICIES
- J. DOCUMENTATION OF PUBLIC MEETING(S) TO PREPARE OR REVIEW THE ORGANIZATION PLAN
- K. PLAN TO ADDRESS FAILURE OF ONE OR MORE PROPOSED MEMBERS OF THE RSU THAT FAIL TO APPROVE THE PLAN
- L. ESTIMATE OF COSTS SAVINGS TO BE ACHIEVED BY THE FORMATION OF THE RSU AND HOW THESE SAVINGS WILL BE ACHIEVED:
  - i. Central administration(50%)
  - ii. Transportation(5%)
  - iii. Operations and Maintenance(5%)
  - iv. Special Education(5%)
- M. Other items deemed necessary by the existing school units
- 5. SUGGESTED SUBCOMMITTEES FOR PLANNING PURPOSES(FACILITATOR)
  - A. FINANCE (#'s E, G, H, I, L)
  - B. GOVERNANCE(#'s A, B, C, D, E)
  - C. TRANSITION PLAN FOR THE FORMATION OF THE NEW RSU BOARD INCLUDING BUDGET PREPARATION AND HIRING OF SUPERINTENDENT
  - D. PUBLICITY/COMMUNICATIONS, ETC. (#'s J,K including public presentations, etc.)

#### ACTION ITEMS

- 6. ELECTION OF CO-CHAIRS
- 7. METHOD OF DECISION MAKING
- 8. VOLUNTEERS FOR SUBCOMMITTEES
- 9. SCHEDULE OF MEETINGS THROUGH DECEMBER
- 10. FUTURE ROLE OF FACILITATOR
- 11. FUTURE AGENDAS
- 12. Q AND A

ADJOURN



REGIONALIZATION PLANNING COMMITTEE

MEMBERS IN ATTENDANCE

CHARLOTTE ELEMENTARY SCHOOL

SEPTEMBER 13, 2007

FACILITATOR: David C. Wiggin

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## Exhibit 13-C

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